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सं. 27] नई दिल्ली, जून 26—जुलाई 2, 2011, शनिवार/आषाढ़ 5—आषाढ़ 11, 1933
No. 27] NEW DELHI, JUNE 26—JULY 2, 2011, SATURDAY/ASADHA 5—ASADHA 11, 1933

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 28 जून, 2011

का. आ. 1747.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) और खंड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, श्री एम. वी. टांकसले (जन्म तिथि 31-7-1953), वर्तमान में प्रबंध निदेशक, पंजाब नेशनल बैंक को 31-7-2013 तक की अवधि के लिए अर्थात् उनके अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, सेन्ट्रल बैंक ऑफ इंडिया के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/4/2010-बीओ-I]

समीर के. सिन्हा, निदेशक

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 28th June, 2011

S. O. 1747.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of The Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri M. V. Tanksale (DoB : 31-7-1953) presently Executive Director, Punjab National Bank as Chairman and Managing Director, Central Bank of India from the date of his taking over charge and for a period upto 31-7-2013 i.e. the date of his superannuation or until further orders, whichever is earlier.

[F.No. 4/4/2010-BO-I]

SAMIR K. SINHA, Director

REFD. NO. D.L. (N) 04/00075003-02

R. K. PERINDIA, Under Secy. (Consular)

स्वास्थ्य तथा परिवार कल्याण मंत्रालय

(स्वास्थ्य तथा परिवार कल्याण विभाग)

नई दिल्ली, 29 जून, 2011

का.आ. 1752.—केन्द्रीय सरकार, भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 12 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद उक्त अधिनियम की द्वितीय अनुसूची में एतद्वारा निम्नलिखित और संशोधन करती है, नामतः—

उक्त अनुसूची में "बी.पी. कोइराला स्वास्थ्य विज्ञान संस्थान, धरन, नेपाल" के समक्ष 'उपाधि' (टाइटल) शीर्षकों को अंतर्गत "नेपाल" शीर्षक के तहत, [इसके बाद जैसा कि कालम (2) में संदर्भित है] डिप्लोमा में यथा उल्लिखित अर्हता की प्रकृति [इसके बाद जैसा कि कालम (3) में संदर्भित है] और संक्षिप्त रूप [इसके बाद जैसा कि कालम (4) में संदर्भित है] के पश्चात् अंतिम प्रविष्टि और उसके संबंधित प्रविष्टि के बाद निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा, नामतः—

(2)	(3)	(4)
"एमएस (ईएनटी)"	"मास्टर ऑफ सर्जरी (ईएनटी)"	बीपीकेआईएचएस, धरन, नेपाल (बी.पी. कोइराला स्वास्थ्य विज्ञान संस्थान, धरन, नेपाल में प्रशिक्षित किए जा रहे विद्यार्थियों के समक्ष में बी.पी. कोइराला स्वास्थ्य विज्ञान संस्थान द्वारा वर्ष 2002 में या इसके बाद प्रदान की गई चिकित्सा अर्हता मान्यता प्राप्त होगी)।

- सभी के लिए टिप्पणी : 1. स्नातकोत्तर पाठ्यक्रम को प्रदान की गई ऐसी मान्यता की अधिकतम अवधि 5 वर्षों के लिए होगी जिसके समस्त इसका नवीकरण करना होगा।
2. उप खंड 4 की आवश्यकता के अनुसार मान्यता के समय पर नवीकरण में विफल होने के परिणाम-स्वरूप, संबंधित स्नातकोत्तर पाठ्यक्रम में प्रवेश अनिवार्य रूप से बंद हो जाएंगे।

[सं. वी. 11015/1/2011-एमई (पी-1)]

मुख्य सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE
(Department of Health and Family Welfare)

New Delhi, the 29th June, 2011

S.O.1752.—In exercise of the powers conferred by sub-section (2) of the Section 12 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the Second Schedule to the said Act, namely:—

In the said Schedule under the heading "Nepal", against "B. P. Koirala Institute of Health Sciences, Dharan, Nepal", under the headings "Title" [hereinafter referred to as column (2)], "Nature of qualifications as stated in diploma" [hereinafter referred to as column (3)] and "Abbreviation" [hereinafter referred to as column (4)], after the last entry and entry relating thereto the following shall be inserted, namely:—

(2)	(3)	(4)
"MS (ENT)"	"Masters of Surgery (ENT)"	B.P.K.I.H.S., Dharan, Nepal (This shall be a recognized qualification when granted by B. P. Koirala Institute of Health Sciences, Dharan, Nepal (Deemed University) in respect of students being trained at B. P. Koirala Institute of Health Sciences, Dharan, Nepal on or after 2002)

- Note to all : 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.
2. Failure to seek timely renewal of recognition as required in sub-clause 4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No. V-11015/1/2011-ME (P-II)]

DHRUV CHAKRAVARTY, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 28 जून, 2011

का. आ. 1753.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये है :—

अनुसूची

क्रम सं.	संशोधित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 2062 : 2006-तप्त बेल्लित अल्प, मध्यम एवं उच्च तन्यता के संरचना इस्पात (छठा पुनरीक्षण)	संशोधन संख्या 2 जून, 2011	27 जून, 2011

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: एमटीडी 4/टी-74]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 28th June, 2011

S. O. 1753.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl.No.	No. and Title of the Standard (s)	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 2062 : 2006 Hot rolled low, medium and high tensile structural steel (sixth revision)	Amendment No. 2 June, 2011	27-6-2011

Copies of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: MTD 4/T-74]

P. GHOSH, Scientist 'F' & Head (Met Engg.)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 30 जून, 2011

का. आ. 1754.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2193 तारीख 31 अगस्त, 2010 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर काकीनाडा स्थित अपतटीय गैस प्रसंस्करण टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा विजयवाडा- नेल्लोर - चेन्नई गैस पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख **12 जनवरी,** 2011 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन बिछाने के सम्बन्ध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विल्लंगों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा।

अनुसूची

मंडल/ तेहसिल/ तालुक : ताल्लारेवु			जिला : पूर्वी गोदावरी		राज्य : आन्ध्र प्रदेश		
गौव का नाम	सर्वे सं/सब डिविजन सं.		आर.ओ.यू. अंशित करने के लिए			क्षेत्रफल	
			हेक्टेयर	एयर	चि. एयर	हेक्टेयर	चि. एयर
1	2		3	4	5	6	7
1) लच्चिपालेम	1/5		00	03	22		
	1/6		00	10	10		
	1/10		00	18	93		
	1/11		00	32	09		
	2		00	73	52		
	8		00	01	17		
	9		00	00	10		
	13/1		00	03	72		
	14		00	10	05		
	15/1		00	07	45		
	15/2		00	11	40		
2) उप्पनाला	5/5		00	00	17		
	5/6		00	06	28		
	5/7		00	03	45		
	5/8		00	05	77		
	5/9		00	04	77		
	5/10		00	06	00		
	5/11		00	07	86		
	6/2		00	02	10		
	6/4		00	13	33		
	7/1		00	10	36		
	7/2		00	30	03		
	8/6		00	01	16		
	9		00	38	10		
	10		00	00	10		
	11		00	00	23		
	19/1		00	01	30		
	20		00	48	78		
	22		00	04	59		
	23/3		00	01	23		
	23/4		00	01	26		
	23/5		00	00	20		
	23/6		00	00	10		
	23/7		00	10	24		
	23/8		00	01	34		
	23/9		00	06	90		
	23/10		00	13	19		

1	2	3	4	5
2) उपपन्ना (निरंतर)	23/11	00	07	68
	23/12	00	09	00
	23/13	00	12	88
	24/5	00	00	15
	24/6	00	02	20
मंडल/ तहसिल/ तालुक : रायचूरम	जिला : पूर्वी गोदावरी	राज्य : आन्ध्र प्रदेश		
1) कुरमापुरम	163	00	05	20
	164/1	00	22	97
	164/2	00	07	30
	165/1	00	25	86
	165/2	00	13	48
	165/3	00	23	43
	205/2	00	05	42
	205/3	00	24	23
	206	00	05	22
	207/1	00	24	84
	216/1	00	29	89
	216/2	00	02	10
	217	00	28	89
	218/1	00	21	21
	218/4	00	19	79
	218/5	00	03	21
	220/2	00	03	18
	220/3	00	01	48
	220/4	00	02	22
	220/5	00	00	11
	221/1	00	01	58
	221/2	00	07	69
	221/4	00	29	85
	221/5	00	05	79
	221/6	00	14	61
	290/2	00	13	57
	290/3	00	20	75
	290/4ए	00	06	09
	290/4बि	00	19	07
	290/5	00	01	85
	292/1	00	14	09
	292/2	00	15	95
	292/3	00	10	27
	292/4	00	01	42
	292/5	00	12	88
	293/4	00	03	62
	293/5	00	43	10

1	2	3	4	5
1) कुरमापुरम (निरंतर)	293/6	00	01	57
	293/7	00	00	66
	293/8	00	02	11
	302/4	00	04	17
	302/5	00	19	32
	302/6	00	21	09
	302/7	00	08	71
	302/8	00	15	36
	305/1	00	02	06
	305/5	00	59	70
	364/1	00	19	50
	364/3	00	12	06
	364/4	00	15	90
	365/1	00	00	10
	365/2	00	21	62
	365/3	00	01	19
	365/4	00	10	60
	377/2	00	14	08
	377/3	00	25	50
	378/2	00	21	80
	378/3	00	15	56
	379/2	00	17	60
	380/1	00	22	70
	380/2	00	17	52
	385/4	00	09	47
	385/5	00	10	79
	386/1	00	08	93
	386/2	00	02	80
मंडल/ तेहसिल/ तालुक : कपिलेशवरपुरम	जिला : पूर्वी गोदावरी	राज्य : आन्ध्र प्रदेश		
1) अन्वारा	157/14	00	01	58
	157/15	00	01	24
	158/2	00	09	75
	158/3	00	00	79
	158/4	00	11	36
	158/5	00	04	80
	158/6	00	02	52
	158/7	00	01	42
	158/8	00	07	39
	159/16	00	00	68
	159/17	00	14	60
	160/1	00	00	04
	160/2	00	09	63
	160/3	00	13	71

1	2	3	4	5
1) भूखण्ड (निरंतर)	161/1	00	36	38
	162/1	00	05	84
	162/2	00	08	09
	163/2	00	42	95
	174/5	00	00	12
	174/6	00	10	84
	174/7	00	02	50
	174/8	00	00	10
	174/12	00	24	78
	176/3	00	46	17
	177/1	00	05	35
	177/2	00	19	39
	178/3	00	25	40
	180	00	28	18
	181/2	00	13	03
	181/3	00	15	85
	181/4	00	02	95
	181/5	00	03	27
	181/7	00	05	02
	182	00	02	87
	234/1	00	19	58
	235	00	05	14
	236/2	00	00	10
	236/3	00	12	59
	236/4ए	00	21	58
	236/4बी	00	14	35
	236/4सी	00	00	21
	255	00	22	56
	256/1	00	01	61
	256/2	00	44	85
	256/3	00	16	72
	257/9	00	02	05
	258/5	00	30	02
	258/4	00	00	10
	258/6	00	07	54
	258/11	00	00	10
	292/2	00	23	44
	292/3	00	14	38
	294/14	00	09	66
	295/8	00	12	47
	295/9	00	00	53
	295/11	00	07	34

1	2	3	4	5
1) अंगरा (नितर)	295/12	00	09	27
	295/13	00	07	79
	295/14	00	04	09
	305/12	00	01	93
	305/14	00	05	98
	305/15	00	07	23
	305/16	00	01	70
	305/18	00	00	10
	305/17	00	06	50
	307/1	00	00	20
	308/1	00	14	22
	308/3	00	00	10
	308/5	00	07	14
	308/4	00	06	28
	308/6	00	06	04
	309/5	00	29	22
	309/6	00	36	01
	310/4	00	13	23
	310/5	00	16	37
	311/2	00	31	31
	311/3	00	04	95
	312	00	37	00
	313/1	00	02	00
	313/2	00	18	70
	315	00	14	83
	318/1	00	05	19
	318/3	00	23	34
2) तातापुडि	85	00	09	61
	86/4	00	00	79
	86/5	00	07	72
	86/6	00	13	35
	88/1	00	29	02
	88/2	00	02	13
	88/3	00	00	15
	89/2	00	20	00
	89/3	00	24	58
	91/1	00	19	77
	91/2	00	18	61
	91/3	00	03	31
	92/1	00	00	53
	92/2	00	28	23
	93/2	00	00	97

1	2	3	4	5
2) तातापुडि (निरंतर)	93/3	00	13	56
	93/4	00	03	69
	93/6	00	29	81
	94/2	00	00	80
	94/3	00	14	73
	94/4	00	05	51
	97/4	00	02	37
	97/5	00	21	61
	100/13	00	02	11
	101/2	00	19	93
	101/3	00	00	39
	101/4	00	09	71
	103/1ए	00	03	13
	104/1	00	04	13
	104/3	00	08	64
	104/5	00	37	81
3) कपिलेश्वरपुरम	184/1	00	02	82
	184/2	00	11	87
	184/3	00	05	70
	184/5	00	09	40
	184/6	00	09	55
	184/8	00	00	10
	188	00	00	81
	189	00	21	89
	190/1	00	10	01
	190/2	00	06	35
	467	00	17	82
4) गैतमी गेदावरि रिवर	नदि दो गाँव के बीच में	06	80	70
5) तातापुडि लंका	128	00	08	85
	138/1	00	02	66
	138/2	00	00	38
	138/3	00	03	13
	138/4	00	00	70
	140/3	00	00	51
	140/4	00	08	64
	140/5	00	15	31
	140/6	00	13	59
	140/7	00	06	83
	140/8	00	01	29
	141/2	00	03	42
	141/3	00	16	04
	141/4	00	12	34

1	2	3	4	5
5) तातापुडि लंका (निरंतर)	141/5	00	05	01
	148/4	00	00	36
	148/5	00	02	87
	148/6	00	05	82
	148/7	00	08	87
	148/8	00	10	33
	148/9	00	10	41
	148/10	00	09	51
	149/1	00	03	79
	149/2	00	11	89
	149/3	00	11	34
	149/4	00	08	00
	149/5	00	08	07
	149/6	00	05	10
	149/7	00	02	59
	149/8	00	00	51
	150/1	00	00	17
	203/1	00	09	10
	203/4	00	09	17
	203/6	00	09	57
	203/7	00	09	21
	203/9	00	09	18
	203/10	00	07	35
	203/11	00	00	86
मंडल/ तेहसिल/ तालुक : केत्तापेटा	जिला : पूर्वी गोदावरी	राज्य : आन्ध्र प्रदेश		
1) मंदपल्लि	58	00	95	40
	60/2	00	45	52
	60/1	00	00	10
	61/1	00	07	72
2) केत्तापेटा	91/1	00	17	10
	91/3	00	07	62
	92	00	17	06
	103/1	00	00	10
	103/2	00	00	24
	104/2	00	01	03
	105/1	00	04	00
	105/2	00	16	01
	106/1	00	00	10
	106/2	00	30	80
	106/3	00	09	42
	106/4	00	14	58
	106/5	00	20	60
	106/6	00	03	48

1	2	3	4	5
2) केलापेटा (निरंतर)	107/1	00	00	38
	109/6	00	08	06
	109/7	00	05	94
	109/8	00	14	79
	109/9	00	08	81
	109/10	00	00	82
	134/4	00	09	93
	134/9	00	24	53
	134/10	00	24	25
	134/11	00	22	67
	134/12	00	00	50
	149/25	00	00	60
	150/1	00	27	17
	150/2	00	01	43
	151	00	37	86
	153/1	00	30	30
	158	00	06	87
	173/12	00	00	41
	173/13	00	01	30
	173/14	00	01	09
	173/15	00	09	58
	173/16	00	01	11
	173/22	00	01	14
	173/23	00	06	70
	173/24	00	01	87
	173/25	00	00	46
	173/26	00	00	11
	174/2	00	02	92
	174/4	00	00	10
	174/3	00	10	15
	174/5	00	15	33
	174/6	00	17	71
	174/7	00	17	95
	174/8	00	01	02
	174/10	00	01	94
	175/1	00	00	10
	183/3	00	09	94
	183/4	00	00	26
	183/12	00	12	09
	183/13	00	13	75
	183/14	00	00	10
	183/18	00	02	66

1	2	3	4	5
2) केलापेटा (निरंतर)	183/19	00	00	18
	184/1	00	02	91
	184/3	00	03	62
	184/4	00	15	80
	184/5	00	14	18
	184/6	00	04	11
	185	00	04	07
	186/1	00	04	15
	186/6	00	01	09
	186/7	00	10	49
	186/8	00	06	75
	186/9	00	01	78
	186/10	00	00	39
	186/12	00	13	84
	188/4	00	00	99
	188/5	00	07	99
	188/6	00	08	73
	188/7	00	21	16
	188/8	00	02	99
	188/9	00	22	30
	188/10	00	04	85
	433	00	26	11
	435/1ए	00	01	70
	435/1बी	00	10	28
	435/2	00	13	50
	435/3	00	01	03
	436/1	00	10	60
	436/2	00	10	92
	436/4	00	03	40
	437	00	06	54
	430	00	00	10
	438	00	03	77
	465/2बी	00	05	75
	466/1	00	27	92
	466/2	00	64	38
	467/1	00	03	52
	469	00	04	55

मंडल/ तेहसिल/ तालुक : रावुलपालेम

जिला : पूर्वी गोदावरी

राज्य : आन्ध्र प्रदेश

1) देवरापाल्लि	212/1	00	01	36
	212/2	00	09	18
	212/4	00	01	20
	213/3	00	20	49
	213/4	00	05	77

1	2	3	4	5
1) देवरापाल्लि (निरंतर)	214	00	89	97
	215	00	00	10
	227	00	00	83
	228/2	00	01	29
	230/5	00	04	66
	231	00	24	63
	232	00	12	84
	234/1	00	23	27
	240	00	13	97
	241/2	00	00	10
	242/1	00	00	72
	264/3	00	06	77
	264/4	00	00	20
	264/6	00	07	28
	264/7	00	13	81
	264/9	00	00	38
	264/10	00	07	90
	265/1	00	03	46
	266/1	00	03	43
	267/1	00	34	78
	267/2	00	03	54
	270/1	00	04	36
	270/2	00	72	21
	295/1	00	10	66
	295/2	00	06	47
	325	00	19	20
	326/1	00	09	50
	326/2	00	09	50
	327	00	38	13
	328/5	00	01	02
	340/1	00	01	90
	340/2	00	33	27
	340/3	00	09	65
	341/1	00	20	55
	343/1	00	42	92
	343/2	00	03	25
	343/3	00	13	71
	344/1	00	23	64
	344/2	00	00	10
	345/1	00	06	67
	348	00	12	26
	364	00	07	52

1	2	3	4	5
1) स्वरोपल्लि (निरंतर)	365/3	00	03	49
	370	00	21	57
	372/1	00	00	51
	372/2	00	19	14
	372/3	00	09	97
	372/4	00	04	39
	372/5	00	01	94
	372/6	00	21	39
	372/7	00	19	34
	373/1	00	31	46
	373/3	00	16	39
	373/4	00	12	78
	374/3	00	08	12
	376	00	00	52
2) ईताकेटा	325	00	09	60
	327/1	00	01	40
	327/2	00	37	60
	317/6	00	00	45
	317/7	00	04	75
	328	00	05	93
	330/1	00	36	66
	330/2	00	03	80
	331/1	00	26	60
	332/1	00	06	46
	332/2	00	23	67
	332/3	00	00	33
	341/1	00	00	21
	341/2	00	02	27
	341/3	00	22	83
	342/1	00	04	32
	342/3	00	11	98
	342/4	00	10	29
	343/9	00	00	86
	344/1	00	11	26
	344/2	00	16	67
	346/1	00	20	61
	346/2	00	05	34
	346/3	00	02	25
	346/6	00	00	18
	348	00	05	26
	349/3	00	00	52
	349/4	00	34	35

1	2	3	4	5
2) ईताकेटा (निरंतर)				
349/5	349/5	00	00	73
357	357	00	40	62
361	361	00	08	28
384/2	384/2	00	06	74
384/3	384/3	00	03	95
384/4	384/4	00	43	80
384/5	384/5	00	03	75
384/6	384/6	00	03	72
385	385	00	05	47
389/5	389/5	00	35	27
389/6	389/6	00	14	86
389/7	389/7	00	04	87
389/8	389/8	00	02	51
389/9	389/9	00	00	48
390/1	390/1	00	17	16
390/2	390/2	00	17	52
402	402	00	04	54
3) मोपालपुरा				
29/1	29/1	00	06	73
29/3	29/3	00	00	10
29/4	29/4	00	12	07
29/5	29/5	00	28	89
29/6	29/6	00	08	06
29/7	29/7	00	00	26
29/11	29/11	00	17	85
29/12	29/12	00	00	10
29/13	29/13	00	04	63
31/1	31/1	00	01	53
31/2	31/2	00	11	83
31/3	31/3	00	13	64
32/10	32/10	00	18	56
47/8	47/8	00	04	87
47/9	47/9	00	02	64
47/10	47/10	00	08	29
47/11	47/11	00	38	66
48/8	48/8	00	04	55
48/9	48/9	00	11	10
48/10	48/10	00	03	94
50/1	50/1	00	13	15
50/11	50/11	00	01	13
50/12	50/12	00	01	10
50/13	50/13	00	24	24
74/1	74/1	00	47	53

1	2	3	4	5
3) ओपालपुराम (निरंतर)	74/2	00	11	34
	75/5	00	24	72
	75/6	00	09	72
	83/1	00	02	75
	83/2	00	02	53
	83/3	00	00	21
	83/8	00	04	29
	83/9	00	02	06
	83/10	00	01	81
	84/1	00	04	56
	84/2	00	01	81
	84/4	00	00	50
	84/5	00	30	28
	88	00	02	01
	90	00	18	93
	91/6	00	00	94
	91/7	00	02	94
	92	00	05	77
	311/1	00	11	36
	311/2	00	20	12
	311/4	00	13	88
	311/5	00	03	53
	311/6	00	02	31
	311/7	00	00	36
	314/2	00	06	93
	319	00	00	15
	321/2	00	21	10
	321/3	00	10	14
	321/4	00	05	72
	321/5	00	00	10
	322/1	00	28	94
	322/2	00	00	10
	323/4	00	04	99
	350	00	00	53
	352/1	00	12	63
	352/2	00	01	25
	352/3	00	11	70
	352/8ए	00	22	48
	353/3ए	00	04	06
	353/3बी	00	13	99
	353/3सी	00	00	68
	353/4ए	00	00	25
	353/4सी	00	01	02
	353/5	00	14	70
	353/6	00	06	78
	353/7	00	02	68
	353/8	00	02	89
	354/1	00	04	35
	355/1	00	00	35
	356/1	00	08	31
	356/4	00	30	06
	356/5	00	15	30
	356/6	00	22	18

1	2	3	4	5
3) झोपालपुरा (निरंतर)	357/1	00	03	90
	357/3	00	05	21
	357/4	00	26	28
	357/5	00	09	63
	362	00	12	96
	363/1	00	01	01
	363/5	00	16	32
	364/1	00	07	33
	364/2	00	09	53
	364/3	00	10	34
	364/4	00	00	65
	364/7	00	06	32
	364/8	00	02	45
	364/9	00	01	73
	364/10	00	00	60
4) वसिस्टा गेदावरि रिवर	नदि दो गाँव के बीच में	01	25	40

[फा सं. एल.-14014/46/2010=जी.पी.]

के. के. शर्मा, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 30th June, 2011

S. O. 1754.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 2193 dated 31st August, 2010, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying Vijayawada-Nellore-Chennai gas pipeline for transportation of natural gas from on-shore gas processing terminal at Kakinada on East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 12th January, 2011;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Tehsil/Taluk:Tallarevu			District:East Godavari		State:Andhra Pradesh		
Village			Survey No./Sub-Division No.		Area to be acquired for RoU		
					Hec	Are	C-Are
1			2		3	4	5
1) Lachipalem			1/5		00	03	22
			1/6		00	10	10
			1/10		00	18	93
			1/11		00	32	09
			2		00	73	52
			8		00	01	17
			9		00	00	10
			13/1		00	03	72
			14		00	10	05
			15/1		00	07	45
			15/2		00	11	40
2) Uppangala			5/5		00	00	17
			5/6		00	06	28
			5/7		00	03	45
			5/8		00	05	77
			5/9		00	04	77
			5/10		00	06	00
			5/11		00	07	86
			6/2		00	02	10
			6/4		00	13	33
			7/1		00	10	36
			7/2		00	30	03
			8/6		00	01	16
			9		00	38	10
			10		00	00	16
			11		00	00	23
			19/1		00	01	30
			20		00	48	78
			22		00	04	59
			23/3		00	10	23
			23/4		00	01	26
			23/5		00	00	20
			23/6		00	00	10
			23/7		00	10	24
			23/8		00	10	34
			23/9		00	06	90
			23/10		00	13	19

1	2	3	4	5
2) Uppangala (Contd)	10	00	23/11	00
	00	00	23/12	00
	00	00	23/13	00
	00	00	24/5	00
	00	00	24/6	00

Mandal/Tehsil/Taluk: Rayavaram			District: East Godavari		State: Andhra Pradesh		
1) Kurnapuram	163	00	05	20			
	164/1	00	22	97			
	164/2	00	07	30			
	165/1	00	25	86			
	165/2	00	13	48			
	165/3	00	23	43			
	205/2	00	05	42			
	205/3	00	24	23			
	206	00	05	22			
	207/1	00	24	84			
	216/1	00	29	89			
	216/2	00	02	10			
	217	00	28	89			
	218/1	00	21	21			
	218/4	00	19	79			
	218/5	00	03	21			
	220/2	00	03	18			
	220/3	00	01	48			
	220/4	00	02	22			
	220/5	00	00	11			
	221/1	00	01	58			
	221/2	00	07	69			
	221/4	00	29	85			
	221/5	00	05	79			
	221/6	00	14	61			
	290/2	00	13	57			
	290/3	00	20	75			
	290/4A	00	06	09			
	290/4B	00	19	07			
	290/5	00	01	85			
	292/1	00	14	09			
	292/2	00	15	95			
	292/3	00	10	27			
	292/4	00	01	42			
	292/5	00	12	88			
	293/4	00	03	62			
	293/5	00	43	10			

1	2	3	4	5
1) Kurmapuram (Contd)	293/6	00	01	57
	293/7	00	00	66
	293/8	00	02	11
	302/4	00	04	17
	302/5	00	19	32
	302/6	00	21	09
	302/7	00	08	71
	302/8	00	15	36
	305/1	00	02	06
	305/5	00	59	70
	364/1	00	19	50
	364/3	00	12	06
	364/4	00	15	90
	365/1	00	00	10
	365/2	00	21	62
	365/3	00	01	19
	365/4	00	10	60
	377/2	00	14	08
	377/3	00	25	50
	378/2	00	21	80
	378/3	00	15	56
	379/2	00	17	60
	380/1	00	22	70
	380/2	00	17	52
	385/4	00	09	47
	385/5	00	10	79
	386/1	00	08	93
	386/2	00	02	80

Mandal/Tehsil/Taluk:Kapleswarapuram	District:East Godavari	State:Andhra Pradesh
1) Angara	157/14	00 01 58
	157/15	00 01 24
	158/2	00 09 75
	158/3	00 00 79
	158/4	00 11 36
	158/5	00 04 80
	158/6	00 02 52
	158/7	00 01 42
	158/8	00 07 39
	159/16	00 00 68
	159/17	00 14 60
	160/1	00 00 04
	160/2	00 09 63
	160/3	00 13 71

1	2	3	4	5
1) Angara (Contd)	161/1	00	36	38
	162/1	00	05	84
	162/2	00	08	09
	163/2	00	42	95
	174/5	00	00	12
	174/6	00	10	84
	174/7	00	02	50
	174/8	00	00	10
	174/12	00	24	78
	176/3	00	46	17
	177/1	00	05	35
	177/2	00	19	39
	178/3	00	25	40
	180	00	28	18
	181/2	00	13	03
	181/3	00	15	85
	181/4	00	02	95
	181/5	00	03	27
	181/7	00	05	02
	182	00	02	87
	234/1	00	19	58
	235	00	05	14
	236/2	00	00	10
	236/3	00	12	59
	236/4A	00	21	58
	236/4B	00	14	35
	236/4C	00	00	21
	255	00	22	56
	256/1	00	01	61
	256/2	00	44	85
	256/3	00	16	72
	257/9	00	02	05
	258/5	00	30	02
	258/4	00	00	10
	258/6	00	07	54
	258/11	00	00	10
	292/2	00	23	44
	292/3	00	14	38
	294/14	00	09	66
	295/8	00	12	47
	295/9	00	00	53
	295/11	00	07	34

1	2	3	4	5	6	7	8
1) Angara (Contd)	85	00	295/12	1181	00	09	27
86	20	00	295/13	1181	00	07	79
87	80	00	295/14	1181	00	04	09
88	04	00	305/12	1181	00	01	93
89	00	00	305/14	1181	00	05	98
90	01	00	305/15	1181	00	07	25
91	20	00	305/16	1181	00	01	70
92	00	00	305/18	1181	00	00	10
93	80	00	305/17	1181	00	06	50
94	04	00	307/1	1181	00	00	20
95	20	00	308/1	1181	00	14	22
96	01	00	308/3	1181	00	00	10
97	21	00	308/5	1181	00	07	14
98	80	00	308/4	081	00	06	28
99	81	00	308/6	1181	00	06	04
100	61	00	309/5	1181	00	29	22
101	00	00	309/6	1181	00	36	01
102	10	00	310/4	1181	00	13	23
103	20	00	310/5	1181	00	16	37
104	00	00	311/2	1181	00	31	31
105	01	00	311/3	1181	00	04	95
106	20	00	312	1181	00	37	00
107	00	00	313/1	1181	00	02	00
108	51	00	313/2	1181	00	18	70
109	10	00	315	1181	00	14	83
110	81	00	318/1	1181	00	05	19
111	00	00	318/3	1181	00	23	34
2) Tatapudi	85	00	85	1181	00	09	61
112	10	00	86/4	1181	00	00	79
113	44	00	86/5	1181	00	07	72
114	01	00	86/6	1181	00	13	35
115	00	00	88/1	1181	00	29	02
116	07	00	88/2	1181	00	02	13
117	00	00	88/3	1181	00	00	15
118	10	00	89/2	1181	00	20	00
119	00	00	89/3	1181	00	24	58
120	00	00	91/1	1181	00	19	77
121	41	00	91/2	1181	00	18	61
122	00	00	91/3	1181	00	03	31
123	51	00	92/1	1181	00	00	53
124	00	00	92/2	1181	00	28	23
125	10	00	93/2	1181	00	00	97

1	2	3	4	5
2) Tatapudi (Contd)	93/3	00	13	56
	93/4	00	03	65
	93/6	00	29	81
	94/2	00	00	80
	94/3	00	14	73
	94/4	00	05	51
	97/4	00	02	37
	97/5	00	21	61
	100/13	00	02	11
	101/2	00	19	93
	101/3	00	00	39
	101/4	00	09	71
	103/1A	00	03	13
	104/1	00	04	13
	104/3	00	08	64
	104/5	00	37	81
3) Kapileswarapuram	184/1	00	02	82
	184/2	00	11	87
	184/3	00	05	70
	184/5	00	09	40
	184/6	00	09	55
	184/8	00	00	10
	188	00	00	81
	189	00	21	89
	190/1	00	10	01
	190/2	00	06	35
	467	00	17	82
4) Gowtami Godavari River	River between two villages	06	80	70
5) Tatapudilanka	128	00	08	85
	138/1	00	02	66
	138/2	00	00	38
	138/3	00	03	13
	138/4	00	00	70
	140/3	00	00	51
	140/4	00	08	64
	140/5	00	15	31
	140/6	00	13	59
	140/7	00	06	83
	140/8	00	01	29
	141/2	00	03	42
	141/3	00	16	04
	141/4	00	12	34

1	2	3	4	5
5) Tatapudilanka (Contd)	141/5	00	05	01
	148/4	00	00	36
	148/5	00	02	87
	148/6	00	05	82
	148/7	00	08	87
	148/8	00	10	33
	148/9	00	10	41
	148/10	00	09	51
	149/1	00	03	79
	149/2	00	11	89
	149/3	00	11	34
	149/4	00	08	00
	149/5	00	08	07
	149/6	00	05	10
	149/7	00	02	59
	149/8	00	00	51
	150/1	00	00	17
	203/1	00	09	10
	203/4	00	09	17
	203/6	00	09	57
	203/7	00	09	21
	203/9	00	09	18
	203/10	00	07	35
	203/11	00	00	86
Mandal/Tehsil/Taluk:Kottapeta District:East Godavari State:Andhra Pradesh				
1) Mandhapalli	58	00	93	40
	60/2	00	45	52
	60/1	00	00	10
	61/1	00	07	72
2) Kottapeta	91/1	00	17	10
	91/3	00	07	62
	92	00	17	06
	103/1	00	00	10
	103/2	00	00	24
	104/2	00	01	03
	105/1	00	04	00
	105/2	00	16	01
	106/1	00	00	10
	106/2	00	30	80
	106/3	00	09	42
	106/4	00	14	58
	106/5	00	20	60
	106/6	00	03	48

1	2	3	4	5
2) Kottapeta (Contd)	107/1	00	00	38
	109/6	00	08	06
	109/7	00	05	94
	109/8	00	14	79
	109/9	00	08	81
	109/10	00	00	82
	134/4	00	09	93
	134/9	00	24	53
	134/10	00	24	25
	134/11	00	22	67
	134/12	00	00	50
	149/25	00	00	60
	150/1	00	27	17
	150/2	00	01	43
	151	00	37	86
	153/1	00	30	30
	158	00	06	87
	173/12	00	00	41
	173/13	00	01	30
	173/14	00	01	09
	173/15	00	09	58
	173/16	00	01	11
	173/22	00	01	14
	173/23	00	06	70
	173/24	00	01	87
	173/25	00	00	46
	173/26	00	00	11
	174/2	00	02	92
	174/4	00	00	10
	174/3	00	10	15
	174/5	00	15	33
	174/6	00	17	71
	174/7	00	17	95
	174/8	00	01	02
	174/10	00	01	94
	175/1	00	00	10
	183/3	00	09	94
	183/4	00	00	26
	183/12	00	12	09
	183/13	00	13	75
	183/14	00	00	10
	183/18	00	02	66

1	2	3	4	5
2) Kottapeta (Contd)	183/19	00	00	18
	184/1	00	02	91
	184/3	00	03	62
	184/4	00	15	80
	184/5	00	14	18
	184/6	00	04	11
	185	00	04	07
	186/1	00	04	13
	186/6	00	01	09
	186/7	00	10	49
	186/8	00	06	75
	186/9	00	01	78
	186/10	00	00	39
	186/12	00	13	84
	188/4	00	00	99
	188/5	00	07	99
	188/6	00	08	73
	188/7	00	21	16
	188/8	00	02	99
	188/9	00	22	30
	188/10	00	04	85
	433	00	26	11
	435/1A	00	01	70
	435/1B	00	10	28
	435/2	00	13	50
	435/3	00	01	03
	436/1	00	10	60
	436/2	00	10	92
	436/4	00	03	40
	437	00	06	54
	430	00	00	10
	438	00	03	77
	465/2B	00	05	75
	466/1	00	27	92
	466/2	00	64	38
	467/1	00	03	52
	469	00	04	55

Mandal/Tehsil/Taluk: Ravulapalem		District: East Godavari		State: Andhra Pradesh	
1) Devarapalli	212/1	00	01	36	
	212/2	00	09	18	
	212/4	00	01	20	
	213/3	00	20	49	
	213/4	00	05	77	

1	2	3	4	5
1) Devarapalli (Contd)	214	00	89	97
	215	00	00	10
	227	00	00	83
	228/2	00	01	29
	230/5	00	04	66
	231	00	24	63
	232	00	12	84
	234/1	00	23	27
	240	00	13	97
	241/2	00	00	10
	242/1	00	00	72
	264/3	00	06	77
	264/4	00	00	20
	264/6	00	07	28
	264/7	00	13	81
	264/9	00	00	38
	264/10	00	07	90
	265/1	00	03	46
	266/1	00	03	43
	267/1	00	34	78
	267/2	00	03	54
	270/1	00	04	36
	270/2	00	72	21
	295/1	00	10	66
	295/2	00	06	47
	325	00	19	20
	326/1	00	09	50
	326/2	00	09	50
	327	00	38	13
	328/5	00	01	02
	340/1	00	01	90
	340/2	00	33	27
	340/3	00	09	65
	341/1	00	20	55
	343/1	00	42	92
	343/2	00	03	25
	343/3	00	13	71
	344/1	00	23	64
	344/2	00	00	10
	345/1	00	06	67
	348	00	12	26
	364	00	07	52

1	2	3	4	5
1) Devarapalli (Contd)	365/3	00	03	49
	370	00	21	57
	372/1	00	00	51
	372/2	00	19	14
	372/3	00	09	97
	372/4	00	04	39
	372/5	00	01	94
	372/6	00	21	39
	372/7	00	19	34
	373/1	00	31	46
	373/3	00	16	39
	373/4	00	12	78
	374/3	00	08	12
	376	00	00	52
2) Ithakota	325	00	09	60
	327/1	00	01	40
	327/2	00	37	60
	317/6	00	00	45
	317/7	00	04	75
	328	00	05	93
	330/1	00	36	66
	330/2	00	03	80
	331/1	00	26	60
	332/1	00	06	46
	332/2	00	23	67
	332/3	00	00	33
	341/1	00	00	21
	341/2	00	02	27
	341/3	00	22	83
	342/1	00	04	32
	342/3	00	11	98
	342/4	00	10	29
	343/9	00	00	86
	344/1	00	11	26
	344/2	00	16	67
	346/1	00	20	61
	346/2	00	05	34
	346/3	00	02	25
	346/6	00	00	18
	348	00	05	26
	349/3	00	00	52
	349/4	00	34	35

1	2	3	4	5
2) Ithakota (Contd)	349/5	00	00	73
	357	00	40	62
	361	00	08	28
	384/2	00	06	74
	384/3	00	03	95
	384/4	00	43	80
	384/5	00	03	75
	384/6	00	03	72
	385	00	05	47
	389/5	00	35	27
	389/6	00	14	86
	389/7	00	04	87
	389/8	00	02	51
	389/9	00	00	48
	390/1	00	17	16
	390/2	00	17	52
	402	00	04	54
3) Gopalapuram	29/1	00	06	73
	29/3	00	00	10
	29/4	00	12	07
	29/5	00	28	89
	29/6	00	08	06
	29/7	00	00	26
	29/11	00	17	85
	29/12	00	00	10
	29/13	00	04	63
	31/1	00	01	53
	31/2	00	11	83
	31/3	00	13	64
	32/10	00	18	56
	47/8	00	04	87
	47/9	00	02	64
	47/10	00	08	29
	47/11	00	38	66
	48/8	00	04	55
	48/9	00	11	10
	48/10	00	03	94
	50/1	00	13	15
	50/11	00	01	13
	50/12	00	01	10
	50/13	00	24	24
	74/1	00	47	53

1	2	3	4	5
3) Gopalapuram (Contd)	74/2	00	11	34
	75/5	00	24	72
	75/6	00	09	72
	83/1	00	02	75
	83/2	00	02	53
	83/3	00	00	21
	83/8	00	04	29
	83/9	00	02	06
	83/10	00	01	81
	84/1	00	04	56
	84/2	00	01	81
	84/4	00	00	50
	84/5	00	30	28
	88	00	02	01
	90	00	18	93
	91/6	00	00	94
	91/7	00	02	94
	92	00	05	77
	311/1	00	11	36
	311/2	00	20	12
	311/4	00	13	88
	311/5	00	03	53
	311/6	00	02	31
	311/7	00	00	36
	314/2	00	06	93
	319	00	00	15
	321/2	00	21	10
	321/3	00	10	14
	321/4	00	05	72
	321/5	00	00	10
	322/1	00	28	94
	322/2	00	00	10
	323/4	00	04	99
	350	00	00	53
	352/1	00	12	63
	352/2	00	01	25
	352/3	00	11	70
	352/8A	00	22	48
	353/3A	00	04	06
	353/3B	00	13	99
	353/3C	00	00	68
	353/4A	00	00	25
	353/4C	00	01	02
	353/5	00	14	70
	353/6	00	06	78
	353/7	00	02	68
	353/8	00	02	89
	354/1	00	04	35
	355/1	00	00	35
	356/1	00	08	31
	356/4	00	30	06
	356/5	00	15	30
	356/6	00	22	18
	357/1	00	03	90

1	2	3	4	5
3) Gopalapuram (Contd)	357/3	00	05	21
	357/4	00	26	28
	357/5	00	09	63
	362	00	12	96
	363/1	00	01	01
	363/5	00	16	32
	364/1	00	07	33
	364/2	00	09	53
	364/3	00	10	34
	364/4	00	00	65
	364/7	00	06	32
	364/8	00	02	45
	364/9	00	01	73
	364/10	00	00	60
4) Vasista Godavari River	River between two villages	01	25	40

F. No. L-14014/46/2010-G.P.]
K. K. SHARMA, Under Secy.

नई दिल्ली, 30 जून, 2011

का. अ. 1755.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.अ. 2195 तारीख 31 अगस्त, 2010 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर काकीनाडा स्थित अपतटीय गैस प्रसंस्करण टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा विजयवाडा- नेल्लोर - चेन्नई गैस पाइपलाइन विछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 25 जनवरी, 2011 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन विछाने के सम्बन्ध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन विछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विल्लंगों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा ।

अनुसूची

मंडल/ तेहसिल/ तालुक : पेनुगोन्डा	जिला : पश्चिमी गोदावरी	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं/सब डिविजन सं.	आर.ओ.पू. अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) वडली	18	00	06	09
	20	00	00	10
	245	00	21	21
	271	00	39	38
	272	00	02	77
	279	00	00	17
	315	00	01	69
	317	00	06	86
	318	00	00	92
	5/1बी	00	03	15
	8/4बी	00	04	13
	9/5	00	00	82
	9/6	00	05	52
	11/1	00	01	59
	11/4	00	23	65
	11/2बी	00	01	10
	11/2ए	00	18	37
	11/3बी	00	15	42
	11/3ए	00	00	10
	14/7बी	00	05	57
	14/7ए	00	11	51
	14/7सी	00	08	80
	15/2	00	09	43
	15/3बी	00	04	10
	15/3ए	00	11	65
	19/6	00	36	27
	40/2ए	00	05	01
	41/1	00	18	06
	41/2	00	15	05
	41/3ए	00	11	09
	42/2	00	03	79
	42/3	00	20	70
	42/4	00	17	25
	47/1	00	11	98
	242/2	00	36	85
	242/3	00	35	38
	242/4	00	01	34

1	2	3	4	5
1) वडली (निरंतर)	244	00	28	77
	246/1	00	45	07
	250/1	00	19	78
	250/2बी	00	17	87
	250/2ए	00	24	89
	275/3	00	04	65
	275/4	00	09	24
	275/5	00	00	11
	275/6	00	06	35
	278/3	00	04	19
	280/1	00	08	76
	280/3	00	06	92
	280/4	00	04	58
	281/1	00	20	20
	282/1	00	22	50
	282/2	00	22	40
	316/1	00	25	69
2) चुरूकुवाडा	8	00	25	53
	11	00	05	86
	25	00	17	97
	55	00	21	16
	58	00	46	60
	59	00	08	16
	157	00	05	30
	158	00	03	46
	10/1बी	00	04	00
	10/2बी	00	04	00
	10/2ए	00	04	00
	10/3	00	03	00
	10/4ए	00	01	00
	10/6ए	00	02	00
	10/7	00	05	00
	14/3बी	00	13	30
	14/3ए	00	08	28
	14/4	00	00	26
	14/6	00	02	30
	15/4बी	00	00	10
	15/5बी	00	06	90
	15/5ए	00	02	59
	19/2	00	00	16
	21/2	00	80	07
	24/1	00	02	26

1	2	3	4	5
2) चेस्कुवाडा (निरंतर)	24/2	00	03	91
	27/1	00	06	50
	27/2ए	00	06	60
	54/1	00	13	57
	54/2	00	07	26
	54/4	00	00	10
	61/2	00	00	10
	61/3	00	22	57
	62/1	00	02	03
	62/2	00	23	82
	65/3	00	14	22
	66/1	00	09	32
	66/2	00	10	79
	66/3बी	00	10	53
	66/3ए	00	04	03
	66/4	00	00	10
	67/1	00	08	67
	67/2	00	02	63
	155/1	00	15	27
	155/2	00	00	10
	156/3	00	08	90
	156/4	00	09	48
	156/5	00	02	54
	156/6ए	00	05	70
3) पेनुगोन्डा	मट नंबर 1 में नाला	00	10	73
	7	00	01	60
	6/1	00	03	35
मंडल/ तेहसिल/ तालुक : पेरावली		जिला : पश्चिमी गोदावरी		राज्य : आन्ध्र प्रदेश
1) पिट्टाला वेमावरम	53	00	01	17
	58	00	05	68
	59	00	61	42
	60	00	00	15
	62	00	05	74
	82	00	15	11
	85	00	04	51
	87	00	20	02
	88	00	07	63
	91	00	35	37
	सर्वे नंबर 87 और 82 के बीच में	00	05	93
	55/3	00	01	37
	55/4	00	23	73
	55/5	00	21	43
	61/1	00	29	76

1	2	3	4	5
1) वडली (निरंतर)	244	00	28	77
	246/1	00	45	07
	250/1	00	19	78
	250/2बी	00	17	87
	250/2ए	00	24	89
	275/3	00	04	65
	275/4	00	09	24
	275/5	00	00	11
	275/6	00	06	35
	278/3	00	04	19
	280/1	00	08	76
	280/3	00	06	92
	280/4	00	04	58
	281/1	00	20	20
	282/1	00	22	50
	282/2	00	22	40
	316/1	00	25	69
2) चेरुकुवाडा	8	00	25	53
	11	00	05	86
	25	00	17	97
	55	00	21	16
	58	00	46	60
	59	00	08	16
	157	00	05	30
	158	00	03	46
	10/1बी	00	04	00
	10/2बी	00	04	00
	10/2ए	00	04	00
	10/3	00	03	00
	10/4ए	00	01	00
	10/6ए	00	02	00
	10/7	00	05	00
	14/3बी	00	13	30
	14/3ए	00	08	28
	14/4	00	00	26
	14/6	00	02	30
	15/4बी	00	00	10
	15/5बी	00	06	90
	15/5ए	00	02	59
	19/2	00	00	16
	21/2	00	80	07
	24/1	00	02	26

1	2	3	4	5
2) चुल्हकुयाडा (निरंतर)	24/2	00	03	91
	27/1	00	06	50
	27/2ए	00	06	60
	54/1	00	13	57
	54/2	00	07	26
	54/4	00	00	10
	61/2	00	00	10
	61/3	00	22	57
	62/1	00	02	03
	62/2	00	23	82
	65/3	00	14	22
	66/1	00	09	32
	66/2	00	10	79
	66/3बी	00	10	53
	66/3ए	00	04	03
	66/4	00	00	10
	67/1	00	08	67
	67/2	00	02	63
	155/1	00	15	27
	155/2	00	00	10
	156/3	00	08	90
	156/4	00	09	48
	156/5	00	02	54
	156/6ए	00	05	70

3) पेनुगोन्डा	मट नंबर 1 में नाला	00	10	73
	7	00	01	60
	6/1	00	03	35

मंडल/ तेहसिल/ तालुक : पेरावली	जिला : पश्चिमी गोदावरी	राज्य : आन्ध्र प्रदेश
1) पिट्टला वेमावरम	53	00 01 17
	58	00 05 68
	59	00 61 42
	60	00 00 15
	62	00 05 74
	82	00 15 11
	85	00 04 51
	87	00 20 02
	88	00 07 63
	91	00 35 37
	सर्वे नंबर 87 और 82 के बीच में	00 05 93
	55/3	00 01 37
	55/4	00 23 73
	55/5	00 21 43
	61/1	00 29 76

[भाग II—खण्ड 3(ii)]

भारत का राजपत्र : जुलाई 2, 2011/आषाढ़ 11, 1933

1	2	3	4	5
1) पिड्डाला वेगावरम (निरंतर)	61/4ए	00	10	30
	61/4बी	00	01	38
	61/5	00	01	60
	81/1	00	24	60
	81/3	00	00	87
	81/4	00	03	31
	90/2 ए	00	00	15
	90/2बी	00	00	20

मंडल/ तेहसिल/ तालुक : इरागावरम	जिला : पश्चिमी गोदावरी	राज्य : आन्ध्र प्रदेश		
1) ऐलेटिपाडु	57	00	03	46
	73	00	03	11
	85	00	28	82
	86	00	06	99
	गट नंबर 86 में नाला	00	02	85
	58/3	00	02	93
	58/4	00	18	27
	59/1	00	18	63
	59/2	00	17	15
	59/3	00	00	20
	59/4	00	13	05
	60/1	00	14	30
	60/3	00	14	60
	60/4	00	13	55
	75/1	00	07	30
	75/2	00	18	53
	75/3	00	02	75
	75/4	00	12	20
	76/1	00	15	60
	76/2	00	02	03
	78/1	00	01	19
	79/4	00	04	25
	79/5	00	14	41
	79/6	00	27	20
	83/3	00	02	04
	83/5	00	24	55
	83/6	00	14	35
2) पेकेरु	267	00	00	14
	268	00	00	59
	270	00	07	24
	269/3	00	23	20
	269/1	00	09	58
	269/2	00	00	10
3) ओगिडी	107	00	03	74

1	2	3	4	5
3) ओगिडी (निरंतर)	124	00	12	17
	123/3	00	08	23
	123/2	00	00	30
4) ईनापारु	189	00	00	10
	208	00	01	06
	गट नंबर 208 में नाला	00	01	51
	213	00	18	77
	224	00	03	00
	228	00	08	93
	207/5	00	00	20
	207/8	00	00	20
	214/3	00	10	85
	214/4	00	08	00
	214/2	00	00	34
	214/8	00	00	66
	214/5	00	10	48
	214/6	00	07	52
	214/7	00	14	18
	215/1	00	01	21
	216/1	00	05	30
	216/2	00	22	36
	216/3	00	07	44
	216/7	00	02	25
	217/4	00	06	26
	217/3	00	00	83
	219/3	00	18	52
	219/2	00	16	10
	225/1	00	23	43
	225/2	00	07	28
	225/3	00	00	94
	226/2ए	00	06	22
	226/1	00	35	23
	227/3	00	00	10
5) काविलेरु	37	00	02	69
	39	00	41	56
	51	00	35	83
	53	00	49	73
	73	00	23	99
	81	00	10	08
	83	00	07	69
	100	00	04	86
	122	00	57	04

1	2	3	4	5
5) काकिलेरु (निरंतर)	38/3	00	17	25
	42/1	00	08	23
	42/2	00	21	71
	43/1	00	10	40
	43/2	00	19	93
	43/3	00	12	35
	44/2	00	00	70
	48/1	00	08	16
	48/3	00	02	60
	52/1	00	00	10
	72/2	00	01	27
	72/3	00	23	30
	74/10	00	07	08
	74/4	00	00	10
	74/5	00	00	23
	74/8	00	08	01
	74/9	00	05	38
	76/1	00	31	84
	76/2	00	02	04
	79/1	00	05	60
	79/2	00	00	32
	79/3	00	03	93
	82/1	00	23	99
	105/1	00	12	93
	105/2ए	00	00	10
	106/1	00	06	89
	106/2बी	00	10	92
	106/2ए	00	07	69
	106/3	00	13	15
	106/4	00	02	38
	116/1	00	00	67
	117/1	00	30	20
	117/2	00	12	83
	117/3	00	01	17
	120/3	00	00	35
	121/1	00	29	79
	124/1	00	16	89
	124/2	00	14	55
6) कट्टवपाडु	41	00	00	12
	42	00	36	89
	76	00	09	95
	85	00	00	25

1	2	3	4	5
6) कटवपाडु (निरंतर)	86	00	15	69
	89	00	05	33
	91	00	26	32
	94	00	03	48
	95	00	01	52
	113	00	00	79
	116	00	37	46
	117	00	05	16
	121	00	00	10
	128	00	07	97
	136	00	04	16
	गट नंबर 148 में तलाब	00	01	86
	62/4	00	02	75
	62/6	00	00	26
	77/6डी	00	01	11
	78/1बी	00	19	22
	78/2सी	00	00	60
	78/2बी	00	15	23
	78/2डी	00	00	10
	78/2ए	00	05	66
	78/3ए	00	12	60
	79/1	00	03	20
	79/2	00	25	10
	79/3	00	02	02
	92/1बी	00	00	10
	92/1डी	00	03	17
	92/2	00	17	81
	92/3	00	15	14
	92/1सी	00	00	14
	93/2ई	00	09	95
	93/2डी	00	08	30
	93/2सी	00	08	45
	114/1	00	14	82
	115/1बी	00	03	94
	115/2बी	00	09	05
	115/2ए	00	08	79
	115/2सी	00	05	08
	123/1	00	27	97
	123/2	00	11	50
	124/3	00	07	41
	125/1	00	28	21
	125/2	00	03	55

1	2	3	4	5
6) कट्टवपाडु (निरंतर)	125/3	00	03	53
	126/1बी	00	07	87
	126/2	00	07	23
	126/3	00	10	05
	126/4	00	01	50
	138/1	00	19	87
	138/2ए1	00	00	10
	139/3बी	00	13	77
	139/3सी	00	14	52
	139/3ए	00	01	52
	140/4	00	00	99
	140/5	00	21	67
	146/3	00	13	60
	146/4	00	01	47
	146/5	00	13	41
	146/1बी	00	01	17
	147/1बी	00	06	11
	147/1ए	00	15	67
	148/3बी	00	06	41
	148/4	00	09	80
	148/5	00	05	85
	148/6	00	10	78
	148/8	00	07	15
	148/7	00	00	10
	149/2	00	27	72
	150/1	00	06	18
	150/2	00	05	03
	150/3	00	07	75
	150/4	00	00	14

मंडल/ तेहसिल/ तालुक : पेनुमंत्रा	जिला : पश्चिमी गोदावरी	राज्य : आन्ध्र प्रदेश		
1) कोय्येटीपाडु	1/1	00	16	76
	1/3	00	03	20
	1/2	00	11	60
	1/4	00	00	10
2) पेनुमंत्रा	310	00	18	20
	313	00	03	73
	315	00	04	06
	318	00	01	18
	गट नंबर 318 में नाला	00	00	11
	319	00	14	31
	366	00	02	99
	गट नंबर 366 में नाला	00	01	40
	374	00	00	10

2	पेनुमवा (निरंतर)	६	377		00	40	68
६८	६०	००	382	६८६८	००	१६	९२
६८	६०	००	गट नंबर 384 में रोड	६८६८	००	०१	६८
६८	६०	००	674	६८६८	००	०२	५३
८०	०१	००	गट नंबर 674 में रोड	६८६८	००	००	५८
०८	१०	००	679	६८६८	००	०३	८७
८८	०१	००	गट नंबर 679 में रोड	६८६८	००	०१	१७
०१	००	००	680	६८६८	००	०४	०७
८८	०१	००	689	६८६८	००	२१	६१
६८	०१	००	728	६८६८	००	४८	८७
८८	१०	००	731	६८६८	००	०४	११
८८	००	००	गट नंबर 731 में रोड	६८६८	००	०१	२९
८८	१५	००	735	६८६८	००	२३	१४
८८	१०	००	774	६८६८	००	०३	४०
८८	१०	००	788	६८६८	००	३५	६५
८८	१०	००	304/2ए	६८६८	००	०२	५५
८८	००	००	304/1बी	६८६८	००	००	१०
८८	०१	००	304/2बी	६८६८	००	१४	५६
८८	००	००	304/2डी	६८६८	००	०४	०३
८८	००	००	304/2सी	६८६८	००	०६	६४
८८	००	००	305/1बी	६८६८	००	००	२८
८८	०१	००	305/1ए	६८६८	००	१८	४४
८८	०१	००	305/2ए	६८६८	००	०५	८२
८८	००	००	307/1	६८६८	००	४७	२६
८८	००	००	307/3	६८६८	००	०२	९३
८८	००	००	308/1	६८६८	००	००	६८
८८	००	००	309/1	६८६८	००	२०	४४
८८	००	००	309/2	६८६८	००	१९	५५
८८	००	००	314/1	६८६८	००	१३	२६
८८	००	००	358/1बी	६८६८	००	०१	२५
गट नंबर 358/2			358/2	६८६८	००	१५	६८
८८	०१	००	358/2आइ	६८६८	००	१८	५८
८८	०१	००	358/2डी	६८६८	००	१५	६७
८८	०१	००	358/2जी	६८६८	००	१७	७८
८८	०१	००	358/2सी	६८६८	००	०३	५८
८८	०१	००	359/3	६८६८	००	१५	४०
८८	०१	००	359/4	६८६८	००	१६	०१
८८	०१	००	359/5	६८६८	००	००	२७
८८	०१	००	362/7बी	६८६८	००	१५	३५
८८	०१	००	363/1ए	६८६८	००	०६	३८
८८	०१	००	363/2	६८६८	००	०८	७१
८८	०१	००	363/3ए	६८६८	००	०८	७१
८८	०१	००	गट नंबर 363/3	६८६८	००	०८	७१
८८	०१	००	गट नंबर 363/3	६८६८	००	०८	७१

1	2	3	4	5	6
2) पेनुमंत्रा (निरंतर)	364/5	81887	00	00	13
	364/7	81887	00	03	31
	364/8	81887	00	04	64
	365/1	81487	00	05	62
	368/6	81487	00	00	39
	369/1बी1	81887	00	14	15
	369/1बी2	81887	00	11	13
	369/2बी2	81887	00	03	59
	369/2बी1	81887	00	12	88
	370/1ए	81887	00	00	72
	370/1बी1	81887	00	06	55
	370/1बी2	81887	00	00	10
	378/5	81887	00	00	31
	381/4	81887	00	12	08
	381/2	81887	00	00	10
	381/3	81887	00	18	35
	383/1	81887	00	27	57
	383/2	81887	00	13	47
	383/3	81887	00	12	08
	384/2	81887	00	07	80
	384/3	81887	00	03	21
	385/3	81887	00	00	10
	385/10	81887	00	00	27
	676/2	81887	00	00	88
	677/1बी	81887	00	13	44
	677/1ए	81887	00	07	96
	677/2	81887	00	11	00
	677/3	81887	00	10	72
	678/1	81887	00	19	25
	678/2	81887	00	18	65
	690/1ए	81887	00	17	15
	725/1	81887	00	00	63
	727/1	81887	00	04	15
	727/2	81887	00	08	97
	727/3	81887	00	13	95
	729/3ई	81887	00	04	94
	729/3बी	81887	00	04	85
	729/3डी	81887	00	01	71
	729/3ए	81887	00	03	03
	729/3एफ	81887	00	05	11
	729/3जी	81887	00	05	10
	730/4ई	81887	00	06	57
	730/4एफ	81887	00	10	60

1	2	3	4	5
2) पेनुमन्ना (निरंतर)	730/4जी	00	03	34
	732/3	00	12	11
	732/4	00	00	66
	733/2	00	16	70
	734/3	00	41	80
	734/4	00	00	10
	737/2बी	00	20	38
	737/2ए	00	26	75
	738/1	00	08	90
	738/2	00	09	96
	738/5सी	00	00	47
	738/3बी	00	04	79
	738/3ए	00	01	95
	738/3सी	00	02	80
	738/4बी	00	03	48
	738/4ए	00	02	99
	738/4सी	00	02	74
	738/5ए	00	08	59
	771/10	00	06	35
	771/11	00	02	95
	771/7	00	01	77
	771/8	00	05	98
	773/2	00	46	99
	773/3	00	00	11
	773/4	00	13	88
	773/5	00	01	45
	773/1बी	00	00	62
	773/6	00	00	10
	776/1	00	00	92
	787/3	00	02	90
	787/4	00	12	24
	787/5	00	07	06
	789/1	00	01	82
3) पोलामुख	29	00	41	01
	62	00	27	14
	65	00	03	85
	82	00	05	64
	83	00	05	30
	88	00	02	61
	98	00	23	86
	99	00	26	91

1	2	3	4	5
3) पोलापुर (निरंतर)	101	00	29	97
	103	00	20	40
	104	00	03	10
	163	00	43	09
	190	00	07	85
	191	00	19	90
	192	00	00	16
	204	00	00	10
	205	00	27	47
	209	00	04	20
	217	00	00	49
	26/2बी	00	00	10
	26/3	00	02	86
	26/4	00	02	61
	26/5	00	05	41
	26/6ए/1	00	07	08
	26/6ए/2	00	07	92
	30/3	00	31	91
	31/4बी	00	00	15
	31/4सी	00	04	23
	31/5ए/2	00	00	52
	31/5बी	00	00	62
	33/2	00	03	36
	61/5	00	00	41
	61/6	00	00	22
	61/7	00	00	76
	63/1बी1	00	01	31
	63/1बी2	00	14	65
	63/1ए	00	20	43
	66/1बी	00	20	98
	66/1ए	00	10	64
	66/2	00	02	39
	68/13ई	00	00	19
	68/13डी	00	00	20
	68/13सी	00	00	20
	80/6	00	00	19
	80/8	00	00	19
	80/9	00	04	26
	81/1	00	28	35
	81/2	00	10	01
	81/3बी	00	05	49
	81/3ए	00	05	23

3	1	2	3	4	5
3) पोलागुड (निरंतर)					
89/1बी	00	00	00	12	33
89/1ए	00	00	00	12	95
89/4ए	00	00	00	00	11
89/5ए	00	00	00	00	24
90/1बी	00	00	00	00	60
90/1ए	00	00	00	12	04
91/3सी	00	00	00	00	53
91/4	00	00	00	18	87
100/1	00	00	00	06	93
100/2	00	00	00	24	54
102/1	00	00	00	00	10
162/1बी	00	00	00	00	33
164/1	00	00	00	05	30
164/2	00	00	00	15	46
164/4	00	00	00	03	04
164/5बी	00	00	00	10	68
164/5ए	00	00	00	05	88
164/5सी	00	00	00	03	50
165/1	00	00	00	02	69
165/2	00	00	00	00	10
200/1	00	00	00	06	30
200/2ए/1	00	00	00	25	05
200/2ए/2	00	00	00	08	61
201/5	00	00	00	07	88
201/6	00	00	00	01	73
201/7	00	00	00	05	36
203/13	00	00	00	00	10
203/15	00	00	00	06	08
212/1बी	00	00	00	00	10
212/2ई	00	00	00	03	67
212/2डी	00	00	00	01	19
212/2एफ	00	00	00	01	00
212/2सी	00	00	00	00	10
212/3	00	00	00	01	10
212/4ई	00	00	00	02	10
212/4डी	00	00	00	00	10
213/1ई	00	00	00	06	98
213/1बी	00	00	00	00	52
213/1डी	00	00	00	14	16
213/1एफ	00	00	00	05	90
213/1सी	00	00	00	03	93
213/2	00	00	00	10	18

1	2	3	4	5
3) पोलापुर (निरंतर)	213/3	00	05	91
	213/4बी	00	00	10
	213/4ए	00	02	02
	213/6	00	00	12
	214/1बी	00	01	68
	214/1ए	00	05	43
	214/2	00	03	96
4) ममुडुरु	378	00	03	28
	379	00	01	48
	गट नंबर 382 में बीरावेल्लिवारी चक्रवु	00	33	62
	390	00	05	32
	335/2बी	00	00	10
	335/3बी	00	06	41
	336/10ए	00	03	80
	336/11ए	00	00	50
	336/2बी	00	00	10
	336/2डी	00	05	67
	336/2सी	00	02	13
	336/3	00	13	65
	336/4	00	09	97
	336/5	00	12	53
	338/10ई	00	03	61
	338/10आई	00	00	10
	338/10बी	00	00	27
	338/10डी	00	03	86
	338/10ए	00	04	73
	338/10एच	00	01	27
	338/10एफ	00	02	42
	338/10जी	00	01	70
	338/10सी	00	00	10
	338/9	00	23	93
	377/2	00	27	52
	381/1	00	06	66
	381/2	00	00	83
	382/3	00	00	10
	384/9	00	05	82
	389/10	00	01	52
	389/16बी	00	02	04
	389/16ए	00	11	27
	389/17सी	00	00	10
	389/20	00	01	81
	389/9	00	08	01

1	2	3	4	5
4) मण्डल (निरंतर)	394/1	00	15	80
	394/2ए	00	11	45
	394/3ए	00	00	43
मंडल/ तेहसिल/ तालुक : वीरवासारम				
जिला : पश्चिमी गोदावरी		राज्य : आन्ध्र प्रदेश		
1) अन्दलुरु	8	00	07	44
	37	00	09	17
	गट नंबर 37 में नदी	00	04	38
	39	00	05	53
	40	00	13	62
	56	00	00	23
	60	00	09	35
	69	00	00	13
	9/1	00	03	10
	9/2	00	00	76
	11/1	00	21	95
	11/2बी	00	04	91
	11/2ए	00	04	67
	12/2	00	14	75
	12/3	00	00	10
	13/3	00	35	11
	14/3	00	00	10
	14/4	00	23	14
	14/5	00	08	99
	14/6	00	13	48
	14/7	00	01	23
	15/1	00	09	50
	15/2	00	12	65
	15/3	00	00	62
	15/5ए	00	00	12
	57/1बी	00	06	49
	57/1ए	00	05	76
	57/2बी	00	00	20
	57/2ए	00	02	37
	58/3बी	00	04	51
	61/1बी	00	13	77
	61/1ए	00	05	97
	61/2	00	28	79
	62/2	00	10	95
मंडल/ तेहसिल/ तालुक : अष्टिली				
जिला : पश्चिमी गोदावरी		राज्य : आन्ध्र प्रदेश		
1) अरावल्ली	285	00	14	75
	गट नंबर 285 में नाला	00	04	72
	287	00	03	48
	गट नंबर 287 में रोड	00	02	14
	284/2बी	00	03	01

1	2	3	4	5
1) अरावल्ली (निरंतर)	286/1	00	15	04
	286/2	00	10	61
	286/3	00	00	55
	288/2	00	01	88
	288/3	00	03	92
	288/4	00	14	53
	288/5	00	11	18
	288/6	00	09	49
	291/6	00	00	51
	291/7	00	00	37
2) उनिकिली	6	00	21	28
	गट नंबर 32 में पानी का स्रोत	00	01	89
	42	00	04	32
	45	00	17	63
	53	00	03	29
	62	00	10	06
	69	00	01	27
	70	00	08	60
	345	00	15	77
	5/2बी	00	01	24
	11/1	00	22	62
	11/2	00	10	12
	12/1	00	02	79
	12/5	00	10	49
	13/1	00	11	64
	13/2ए	00	13	75
	14/4	00	01	06
	14/5	00	00	25
	30/1	00	00	33
	30/2	00	04	84
	31/2ए	00	00	89
	31/1	00	12	39
	31/3बी	00	01	51
	31/3ए	00	00	90
	31/4	00	01	74
	32/1बी	00	00	10
	32/2	00	00	45
	32/3	00	00	17
	32/4	00	00	10
	32/5	00	09	47
	32/6	00	06	09
	32/7	00	00	13

1	2	3	4	5
2) उनिकिली (निरंतर)	33/1	00	22	43
	33/2	00	00	18
	44/11	00	11	01
	44/12	00	08	49
	44/2	00	11	02
	44/7	00	01	71
	44/1	00	19	69
	50/1बी	00	02	20
	50/1ए	00	00	10
	50/2	00	00	10
	50/3	00	10	10
	50/4	00	02	33
	50/5	00	07	19
	50/6	00	06	72
	50/7	00	07	43
	51/1	00	06	34
	51/2ए	00	02	10
	51/5	00	00	10
	54/1	00	00	52
	54/2	00	00	10
	54/3	00	20	75
	54/4	00	11	63
	59/1	00	00	25
	60/1	00	28	60
	60/2	00	00	60
	60/3	00	08	65
	68/1	00	11	34
	68/2	00	09	70
	68/3	00	10	13
	71/1	00	07	83
	71/3	00	04	83
	364/1	00	00	10
3) एस किन्नरापुरम	171	00	10	31
	173	00	03	68
	गट नंबर 173 में नाला	00	02	59
	175	00	00	56
	गट नंबर 175 में नाला	00	00	31
	168/1ए	00	18	89
	168/1बी	00	16	03
	168/2बी	00	13	05
	168/2सी	00	16	25
	169/1	00	11	33

1	2	3	4	5
3) एस किन्नरापुरम (निरंतर)	169/2	00	10	43
	169/3	00	14	57
	169/4	00	08	30
	170/1	00	09	05
	170/2ए	00	03	35
	172/1ए	00	01	41
	172/1बी	00	20	08
	172/1सी	00	26	32
	172/1डी	00	01	55
	172/1ई	00	00	10
	172/1एफ	00	37	37
	172/1जी	00	00	10
	174/1	00	17	59
	174/2	00	00	12
	190/1	00	01	60
	190/2ए	00	12	58
	190/2बी	00	03	94
	190/3ए	00	14	18
	190/3बी	00	04	53
	190/4ए	00	06	27
	190/4बी	00	09	60
	191/2	00	11	70
	191/3	00	13	45
	192/3सी	00	12	56
	192/3डी	00	29	15
मंडल/ तेहसिल/ तालुक : पलाकोडे	जिला : पश्चिमी गोदावरी	राज्य : आन्ध्र प्रदेश		
1) मोगाल्लु	84	00	11	83
	93	00	04	59
	गट नंबर 93 में नाला	00	02	43
	109	00	05	47
	110	00	22	92
	112	00	30	36
	गट नंबर 113 में पानी का स्रोत	00	08	19
	119	00	58	19
	135	00	68	75
	233	00	06	70
	गट नंबर 233 में रास्ता	00	06	94
	252	00	01	64
	289	00	01	00
	293	00	13	37
	315	00	09	19
	325	00	32	65
	325/डी	00	10	19

1	2	3	4	5
1) मोगाळु (निरंतर)	335	00	11	83
	83/1	00	00	98
	85/2बी	00	06	56
	85/2ए	00	13	59
	87/2	00	16	43
	87/3	00	20	17
	89/1	00	43	06
	89/2	00	03	87
	90/1	00	01	33
	94/1	00	01	88
	94/2	00	30	63
	111/2	00	29	22
	113/1	00	02	20
	113/2	00	23	67
	136/1	00	09	52
	136/2	00	20	93
	136/3	00	06	59
	226/1	00	01	39
	230/1ए	00	16	48
	231/1	00	40	84
	248/1	00	20	74
	248/5	00	00	14
	248/3ए	00	04	64
	248/2बी	00	08	20
	250/1	00	18	68
	250/2	00	13	47
	250/3	00	05	07
	250/4	00	00	10
	251/3	00	21	24
	251/2बी	00	01	29
	285/1	00	03	54
	285/2बी	00	04	75
	285/2ए	00	02	53
	285/3ए	00	08	38
	285/3बी	00	00	85
	285/4बी	00	09	77
	285/4ए	00	06	86
	285/5ए	00	01	17
	290/1	00	12	95
	290/4ए	00	06	09
	291/1डी	00	06	72
	291/1ए	00	00	13
	291/1सी	00	14	93
	291/2	00	22	25

1	2	3	4	5
1) मोगाल्लु (निरंतर)	291/3बी	00	01	64
	291/3ए	00	02	32
	292/1	00	02	62
	292/2	00	04	52
	292/3	00	05	12
	292/5	00	09	80
	292/6	00	02	12
	296/4ई	00	02	77
	296/4बी	00	03	54
	296/4डी	00	02	86
	296/4ए	00	00	10
	296/4सी	00	00	12
	296/5	00	03	15
	314/1	00	10	12
	314/2	00	08	14
	314/3	00	00	25
	314/6	00	11	05
	318/1बी	00	00	39
	318/1ए	00	03	64
	325/ए/1ए	00	19	84
	325/ए/2ए	00	18	42
	325/बी/2	00	00	19
	325/सी/1	00	25	09
	325/सी/2	00	25	43
	327/3	00	00	10
	327/4	00	01	18
	330/2	00	11	18
	331/1	00	28	46
	331/2	00	21	31
	333/1	00	19	56
	334/1	00	26	46
	334/2बी	00	00	15
	334/2ए	00	12	17
2) गरगापारु	311	00	00	10
	312	00	12	34
	315	00	04	23
	394	00	36	29
	गट नंबर 394 में नदी	00	08	96
	395	00	05	46
	402	00	04	37

1	2	3	4	5
2) गरगापारु (निरंतर)	405	00	03	21
	576	00	10	66
	583	00	55	87
	586	00	01	14
	306/1बी	00	05	78
	306/1डी	00	11	81
	306/2बी	00	04	51
	306/2ए	00	02	24
	307/1	00	15	04
	307/2बी	00	02	20
	307/2ए	00	07	20
	307/3बी	00	00	10
	307/3ए	00	01	03
	308/1	00	10	80
	308/2	00	09	84
	308/3ए	00	11	10
	309/2	00	08	76
	310/1ए	00	00	10
	403/1	00	10	22
	403/2ए	00	06	48
	403/4बी	00	06	91
	403/4ए	00	07	35
	403/5बी	00	07	26
	403/5ए	00	06	75
	403/5सी	00	07	47
	403/6	00	07	00
	404/3	00	03	77
	404/4	00	13	47
	404/5	00	32	23
	406/1	00	00	13
	406/2बी	00	27	50
	406/2ए	00	04	47
	581/1	00	01	04
	581/2	00	26	52
	581/3	00	28	40
	582/1	00	05	65
	584/3ए	00	10	53
	584/4	00	00	10
	584/5	00	05	54
	585/1ए	00	15	95
	585/2	00	07	93
	585/3	00	03	74

1	2	3	4	5
3) गोल्डलाकोडेरु	57	00	22	09
	58	00	23	67
	59	00	08	08
	62	00	02	64
	65	00	34	13
	66	00	19	05
	67	00	37	01
	68	00	08	69
	69	00	00	74
	70	00	45	95
	71	00	13	92
	72	00	07	94
	84	00	20	36
	92	00	10	06
	गट नंबर 92 में नाला	00	05	40
	99	00	06	66
	100	00	25	94
	101	00	24	83
	102	00	68	71
	103	00	01	97
	177	00	01	01
	180	00	23	41
	182	00	01	26
	188	00	12	15
	190	00	29	92
	192	00	24	81
	197	00	04	77
	198	00	04	31
	212	00	04	92
	213	00	08	07
	85/1	00	09	66
	85/2	00	10	05
	85/4	00	00	79
	174/1	00	11	89
	174/2	00	03	94
	174/3ए	00	00	61
	175/10	00	05	33
	175/11	00	12	99
	175/2	00	00	20
	175/3	00	00	89
	175/4	00	02	70
	175/5	00	07	43

1	2	3	4	5
3) गोल्ललाकोडेरु (निरंतर)	175/6	00	01	93
	175/7	00	00	87
	181/1	00	08	83
	181/2	00	01	04
	181/3	00	37	01
	189/1	00	10	37
	189/2	00	06	62
	189/4	00	05	41
	189/5	00	06	16
	193/1	00	07	66
	210/3	00	00	17
	211/1	00	36	54
मंडल/ तेहसिल/ तालुक : भीमावरम	जिला : पश्चिमी गोदावरी	राज्य : आन्ध्र प्रदेश		
1) अन्नावरम	39	00	04	99
	41	00	03	40
	49	00	00	56
	गट नंबर 50 में तलाब	00	09	41
	106	00	18	06
	107	00	17	51
	108	00	12	75
	118	00	32	39
	19/2	00	06	13
	38/2	00	01	33
	38/4	00	16	61
	40/1	00	21	98
	40/2	00	07	93
	50/1	00	04	92
	50/2	00	18	91
	50/3	00	19	52
	50/4	00	15	23
	50/5	00	02	35
	54/1	00	06	71
	55/3	00	02	76
	55/4	00	03	07
	55/5	00	07	34
	59/1	00	05	37
	59/2	00	26	13
	60/1	00	39	34
	62/1	00	05	76
	109/1	00	14	01
	109/2	00	34	77
	110/1	00	10	64
	110/2	00	04	86

1	2	3	4	5
1) अन्नावरम (निरंतर)	119/1	00	15	88
	120/1	00	25	55
	120/2	00	03	33
	122/1	00	11	62
	122/2	00	34	92
	123/1	00	00	10

मंडल/ तेहसिल/ तालुक : कल्ला	जिला : पश्चिमी गोदावरी	राज्य : आन्ध्र प्रदेश
1) पेदाअभिरम	25	00 04 15
	गट नंबर 25 में नाला	00 06 19
	26	00 49 83
	34	00 05 61
	गट नंबर 34 में रोड	00 01 44
	51	00 04 26
	52	00 00 21
	53	00 12 35
	73	00 05 19
	77	00 04 32
	97	00 07 82
	98	00 04 52
	99	00 02 59
	101	00 00 53
	189	00 02 28
	गट नंबर 189 में नाला	00 00 53
	194	00 04 36
	गट नंबर 194 में नाला	00 06 81
	195	00 00 97
	255	00 07 88
	261	00 17 88
	262	00 61 37
	264	00 08 50
	265	00 11 84
	266	00 13 10
	282	00 01 73
	283	00 00 32
	285	00 00 34
	288	00 04 13
	563	00 10 84
	573	00 04 36
	29/1	00 10 99
	29/2	00 08 85
	29/3अ	00 00 24
	29/3ए	00 08 96
	31/1	00 15 61

1	2	3	4	5
1) पेदाअमिरम (निरंतर)	31/2	00	15	55
	32/1	00	04	55
	32/2	00	06	46
	48/ए2	00	17	32
	50/2	00	06	42
	50/3	00	34	89
	54/1	00	05	95
	54/2	00	10	77
	54/3	00	00	40
	72/1	00	25	13
	78/1	00	02	22
	78/2	00	03	90
	78/3	00	27	52
	78/4	00	00	10
	78/5	00	00	10
	79/3	00	24	60
	79/4	00	03	76
	80/1बी	00	06	51
	81/1	00	17	36
	81/2	00	06	21
	82/1	00	24	62
	82/2	00	27	24
	86/2	00	21	69
	100/1	00	26	55
	100/2	00	00	10
	186/1	00	00	10
	186/2	00	39	71
	187/1	00	05	23
	187/2	00	09	93
	187/3	00	07	16
	187/4	00	00	42
	188/1	00	18	03
	191/1ई	00	06	78
	191/1बी	00	06	64
	191/1डी	00	04	36
	191/1ए	00	04	92
	191/1एफ	00	02	80
	191/1सी	00	09	62
	191/2	00	08	42
	192/1	00	05	92
	256/1	00	08	75
	256/2	00	01	88

1	2	3	4	5
1) पेदाअभिरम (निरंतर)	256/3	00	11	13
	256/4	00	06	80
	256/5	00	14	04
	258/1	00	03	70
	258/2	00	06	09
	258/3	00	05	85
	258/4	00	08	43
	258/5	00	10	29
	260/1	00	00	97
	260/2	00	14	06
	263/1	00	07	83
	263/2	00	09	14
	263/3	00	07	75
	263/4	00	25	37
2) जक्कारम	7	00	31	41
	8	00	05	25
	11	00	22	16
	16	00	03	95
	17	00	00	58
	21	00	00	48
	5/2ही	00	00	70
	5/2सी	00	00	20
	5/3	00	00	13
	6/1बी	00	11	88
	6/1ए	00	10	74
	6/1सी	00	03	64
	6/2	00	23	29
	10/1	00	12	22
	12/1	00	05	42
	12/2	00	18	64
	12/3	00	11	32
	12/4	00	00	44
	13/3	00	00	27
	13/2	00	00	90
	13/5	00	01	02
	15/1बी	00	09	75
	15/1ए	00	11	93
	15/2बी	00	01	20
	15/2ए	00	16	62
	15/3	00	05	97
	19/1	00	30	40
	81/1	00	08	56

1	2	3	4	5
3) सिमली	217	00	35	04
	219	00	19	31
	221	00	09	41
	226	00	36	26
	246	00	24	57
	247	00	16	48
	248	00	02	09
	250	00	04	16
	252	00	02	95
	253	00	29	30
	254	00	28	54
	258	00	00	10
	300	00	39	40
	301	00	12	49
	302	00	48	19
	330	00	38	72
	331	00	29	08
	368	00	29	16
	378	00	01	77
	379	00	31	47
	380	00	09	91
	417	00	03	71
	418	00	00	10
	420	00	41	35
	421	00	30	73
	423	00	17	03
	425	00	31	20
	428	00	36	08
	429	00	08	94
	434	00	29	11
	1000	00	14	74
	1001	00	27	68
	215/1	00	06	14
	220/1	00	16	85
	231/1सी	00	01	12
	231/1डी	00	03	48
	232/1सी	00	08	06
	232/1डी	00	01	32
	232/2	00	07	11
	232/3	00	09	27
	232/4	00	12	79
	232/5	00	01	11

1	2	3	4	5
4) कल्ला	268	00	03	63
	278	00	01	92
	284	00	00	21
	371	00	05	67
	372	00	03	98
	379	00	04	31
	गट नंबर 379 में नाला	00	02	62
	गट नंबर 393 में नदी	00	01	41
	271/1सी	00	06	34
	271/2	00	19	14
	271/3बी	00	08	25
	271/3डी	00	20	89
	271/3सी	00	00	61
	273/1	00	07	15
	274/1बी	00	00	10
	274/1ए	00	13	65
	279/1	00	32	36
	279/2	00	01	61
	280/2बी	00	12	38
	280/2ए	00	16	63
	283/1	00	02	77
	283/2	00	16	65
	283/3	00	15	15
	369/2सी	00	01	93
	369/3	00	00	10
	370/1	00	20	07
	370/2बी	00	07	13
	370/2ए	00	04	01
	370/2सी	00	09	17
	373/1बी	00	07	68
	373/1ए	00	18	07
	380/1ई	00	02	41
	380/1आई	00	00	10
	380/1डी	00	01	03
	380/1ए	00	00	10
	380/1एच	00	05	25
	380/1एफ	00	07	01
	380/1जी	00	09	71
	380/1सी	00	00	83
	380/2ए	00	00	10
	383/2बी	00	08	84
	383/2ए	00	18	81

1	2	3	4	5
4) कल्ला (निरंतर)	383/2सी	00	22	22
	383/3	00	18	51
	384/1	00	32	49
	385/1	00	15	20
	385/2	00	14	86
	389/1	00	19	86
	389/2	00	04	42
	390/1	00	07	52
	390/2	00	00	68
	393/1	00	22	33
	393/2	00	25	70
	393/3	00	08	90
	393/4	00	00	10
5) दोडनापुडी	122	00	01	20
	124	00	30	18
	125	00	13	19
	126	00	04	74
	138	00	01	31
	140	00	05	05
	141	00	04	60
	145	00	10	11
	148	00	11	68
	162	00	00	33
	163	00	04	81
	172	00	09	88
	गट नंबर 172 में नदी	00	03	77
	177	00	07	36
	188	00	17	33
	191	00	22	95
	192	00	18	58
	202	00	01	68
	203	00	43	26
	206	00	11	81
	207	00	01	65
	230	00	04	72
	232	00	04	98
	233	00	01	00
	92/3	00	00	15
	92/4	00	00	16
	123/1	00	02	18
	123/2	00	02	49
	123/3	00	12	11

1	2	3	4	5
5) दोड्डनापुडी (निरंतर)	123/4	00	18	30
	146/1	00	17	79
	146/2	00	14	84
	156/1	00	11	74
	156/2	00	00	34
	156/3	00	11	84
	157/1	00	04	34
	157/3	00	01	58
	157/4	00	04	79
	157/6	00	05	98
	158/1	00	05	09
	158/3	00	06	46
	158/4	00	05	44
	160/2	00	12	59
	160/4	00	04	28
	160/5	00	04	02
	160/6	00	05	12
	164/3	00	02	01
	164/4	00	09	74
	164/5	00	01	83
	179/10	00	00	10
	179/11	00	39	69
	180/1	00	05	73
	180/2	00	15	22
	186/2	00	16	30
	186/3	00	20	26
	196/1	00	05	50
	196/2	00	05	00
	196/3	00	06	49
	196/4	00	04	93
	196/5	00	02	39
	197/1	00	14	99
	197/3	00	04	62
	204/7	00	02	73
	204/8	00	01	94
	204/9	00	00	27
	212/1	00	00	34
	213/1	00	10	60
	213/2	00	7	00
	214/2	00	02	33
	214/3	00	7	13
	228/2	00	00	30

1	2	3	4	5
5) दोइडनापुडी (निरंतर)	228/3	00	31	73
	231/1	00	02	54
	231/2	00	40	65
	231/3	00	16	15
6) कल्लाकुल	346	00	06	93
	347	00	28	35
	353	00	09	72
	354	00	74	24
	356	00	04	21
	365	00	23	05
	366	00	23	92
	377	00	56	02
	379	00	03	88
	342/1	00	53	20
	378/1	00	24	01
	378/2	00	21	11
7) ऐलुरुपाडु	307	00	00	19
	313	00	10	31
	314	00	00	36
	333	00	31	26
	335	00	30	90
	339	00	50	74
	345	00	03	79
	361	00	47	49
	368	00	27	62
	372	00	64	73
	375	00	23	05
	379	00	25	61
	380	00	35	24
	382	00	01	25
	383	00	29	98
	384	00	35	19
	409	00	59	96
	410	00	19	61
	426	00	38	04
	430	00	12	53
	539	00	08	02
	546	00	25	00
	552	00	03	20
	554	00	06	38
	282/2	00	00	20
	309/2	00	00	55

1	2	3	4	5
7) ऐलुरुपाडु (निरंतर)	310/1बी	00	15	92
	310/1ए	00	00	87
	310/2ए	00	30	16
	312/1	00	14	46
	312/2	00	19	73
	315/2	00	25	75
	316/1	00	56	73
	316/2	00	01	06
	334/1	00	30	82
	338/2	00	31	98
	346/1	00	04	41
	346/2	00	53	87
	347/1	00	44	78
	347/2	00	04	35
	363/1ई	00	13	10
	363/1बी	00	12	45
	363/1डी	00	08	59
	363/1ए	00	28	15
	363/1सी	00	05	74
	363/2	00	22	80
	376/1	00	14	80
	376/2	00	01	68
	376/3	00	03	86
	376/4	00	06	42
	376/5	00	00	67
	376/6	00	00	29
	411/1	00	18	99
	411/2	00	00	10
	412/बी	00	33	03
	412/ए	00	37	52
	429/बी	00	17	74
	540/1बी	00	22	15
	541/1	00	00	20
	541/2	00	29	55
	545/1	00	28	70
	545/2	00	16	70
	547/1	00	00	33
	547/2	00	07	74
	547/3	00	08	00
	547/4	00	04	85
	547/5	00	03	14
	547/6	00	07	24

1	2	3	4	5
7) ऐलुगुपाडु (निरंतर)	547/7	00	02	96
	547/8	00	00	49
	547/9	00	02	47
	553/1	00	06	66
	553/2	00	00	62
	553/3	00	08	21
	553/4	00	08	79
	553/5	00	00	11
	553/6	00	02	66
	553/7	00	13	25
	553/8	00	00	88
मंडल/ तेहसिल/ तालुक : उन्डी	जिला : पश्चिमी गोदावरी	राज्य : आन्ध्र प्रदेश		
1) वडम	252	00	30	21
	256	00	11	89
	257	00	03	02
	262	00	02	21
	गट नंबर 262 में नाला	00	02	02
	263	00	00	06
	गट नंबर 263 में नाला	00	00	10
	273	00	14	57
	गट नंबर 273 में नाला	00	03	87
	274	00	00	38
	284	00	28	49
	302	00	02	83
	303	00	02	10
	310	00	12	34
	314	00	01	66
	125/1ई	00	16	90
	125/1डी	00	20	73
	125/1एच	00	13	30
	125/1एफ	00	10	60
	125/1जी	00	38	02
	125/1सी	00	06	41
	125/2	00	18	45
	251/1	00	00	58
	261/2बी	00	01	43
	261/2ए	00	16	16
	261/3ए	00	01	08
	270/1बी	00	00	23
	270/2बी	00	08	69
	270/3	00	36	27
	271/1बी	00	07	22
	271/1ए	00	12	11

1	2	3	4	5
1) वन्दम (निरंतर)	272/1	00	00	10
	279/1	00	00	31
	279/4सी	00	00	31
	280/3ए	00	00	84
	283/1	00	11	69
	283/2	00	09	14
	283/3	00	24	26
	301/1	00	02	83
	301/2ए	00	02	08
	305/3ए2/बी	00	00	29
	305/3ए2/सी	00	01	00
	305/3बी	00	09	79
	305/3सी1/ए	00	00	10
	305/4	00	06	42
	307/2	00	00	10
	308/1बी	00	12	00
	308/2	00	04	71
	308/3बी	00	04	60
	308/3ए	00	15	56
	308/4	00	00	12
	309/1	00	13	18
	309/2ए	00	14	03
	309/3	00	02	68
2) चिनापुल्लेरु	156	00	03	85
	गट नंबर 156 में नाला	00	01	59
	158	00	13	48
	गट नंबर 160 में रास्ता	00	02	61
	163	00	41	50
	175	00	05	62
	176	00	00	83
	183	00	00	10
	148/3एफ	00	22	93
	154/2बी	00	22	70
	154/2ए	00	01	35
	162/1ई	00	00	41
	162/1बी	00	14	69
	162/1एच	00	13	36
	162/1एफ	00	02	27
	162/1जी	00	11	33
	162/1जे	00	12	97
	162/1के	00	09	89
	162/1सी	00	13	62

1	2	3	4	5
2) चिनापुल्लेरु (निरंतर)	162/2ए	00	12	54
	162/2सी	00	05	16
	164/1	00	16	45
	164/3	00	00	10
	164/4	00	14	80
	164/5	00	01	62
	165/1	00	08	36
	165/3	00	11	25
	165/4	00	02	47
	165/5	00	04	91
	165/6	00	00	10
	166/2	00	09	17
	174/4	00	02	25
	174/5	00	02	11

[फा सं. एल.-14014/54/2009-जी.पी.]

के. के. शर्मा, अवर सचिव

New Delhi, the 30th June, 2011

S. O. 1755.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 2195 dated 31st August, 2010, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying Vijayawada-Nellore-Chennai gas pipeline for transportation of natural gas from on-shore gas processing terminal at Kakinada on East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 25th January, 2011;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Tehsil/Taluk:Penugonda		District:West Godavari		State:Andhra Pradesh	
Village		Survey No./Sub-Division No.		Area to be acquired for RoU	
				Hec	Are
1		2		3	4
					C-Are
					5
1) Vadali		18	00	06	09
		20	00	00	10
		245	00	21	21
		271	00	39	38
		272	00	02	77
		279	00	00	17
		315	00	01	69
		317	00	06	86
		318	00	00	92
		5/1B	00	03	15
		8/4B	00	04	13
		9/5	00	00	82
		9/6	00	05	52
		11/1	00	01	59
		11/4	00	23	65
		11/2B	00	01	10
		11/2A	00	18	37
		11/3B	00	15	42
		11/3A	00	00	10
		14/7B	00	05	57
		14/7A	00	11	51
		14/7C	00	08	80
		15/2	00	09	43
		15/3B	00	04	10
		15/3A	00	11	65
		19/6	00	36	27
		40/2A	00	05	01
		41/1	00	18	06
		41/2	00	15	05
		41/3A	00	11	09
		42/2	00	03	79
		42/3	00	20	70
		42/4	00	17	25
		47/1	00	11	98
		242/2	00	36	85
		242/3	00	35	38
		242/4	00	01	34

1	2	3	4	5
1) Vadali (Contd)				
	244	00	28	77
	246/1	00	45	07
	250/1	00	19	78
	250/2B	00	17	87
	250/2A	00	24	89
	275/3	00	04	65
	275/4	00	09	24
	275/5	00	00	11
	275/6	00	06	35
	278/3	00	04	19
	280/1	00	08	76
	280/3	00	06	92
	280/4	00	04	58
	281/1	00	20	20
	282/1	00	22	50
	282/2	00	22	40
	316/1	00	25	69
2) Cherukuvada				
	8	00	25	53
	11	00	05	86
	25	00	17	97
	55	00	21	16
	58	00	46	60
	59	00	08	16
	157	00	05	30
	158	00	03	46
	10/1B	00	04	00
	10/2B	00	04	00
	10/2A	00	04	00
	10/3	00	03	00
	10/4A	00	01	00
	10/6A	00	02	00
	10/7	00	05	00
	14/3B	00	13	30
	14/3A	00	08	28
	14/4	00	00	26
	14/6	00	02	30
	15/4B	00	00	10
	15/5B	00	06	90
	15/5A	00	02	59
	19/2	00	00	16
	21/2	00	80	07
	24/1	00	02	26

1	2	3	4	5
2) Cherukuvada (Contd)	24/2	00	03	91
	27/1	00	06	50
	27/2A	00	06	60
	54/1	00	13	57
	54/2	00	07	26
	54/4	00	00	10
	61/2	00	00	10
	61/3	00	22	57
	62/1	00	02	03
	62/2	00	23	82
	65/3	00	14	22
	66/1	00	09	32
	66/2	00	10	79
	66/3B	00	10	53
	66/3A	00	04	03
	66/4	00	00	10
	67/1	00	08	67
	67/2	00	02	63
	155/1	00	15	27
	155/2	00	00	10
	156/3	00	08	90
	156/4	00	09	48
	156/5	00	02	54
	156/6A	00	05	70
3) Penugonda	Nala in Gat No.1	00	10	73
	7	00	01	60
	6/1	00	03	35

Mandal/Tehsil/Taluk:Peravali	District:West Godavari	State:Andhra Pradesh
1) Pittala vemavaram	53	00 01 17
	58	00 05 68
	59	00 61 42
	60	00 00 15
	62	00 05 74
	82	00 15 11
	85	00 04 51
	87	00 20 02
	88	00 07 63
	91	00 35 37
	In between Survey No.87&82	00 05 93
	55/3	00 01 37
	55/4	00 23 73
	55/5	00 21 43
	61/1	00 29 76

1	2	3	4	5
1) Pittala vemavaram (Contd)	61/4A	00	10	30
	61/4B	00	01	38
	61/5	00	01	60
	81/1	00	24	60
	81/3	00	00	87
	81/4	00	03	31
	90/2A	00	00	15
	90/2B	00	00	20

Mandal/Tehsil/Taluk:Iragavaram		District:West Godavari		State:Andhra Pradesh
1) Eletipadu	57	00	03	46
	73	00	03	11
	85	00	28	82
	86	00	06	99
	Nala in Gat No.86	00	02	85
	58/3	00	02	93
	58/4	00	18	27
	59/1	00	18	63
	59/2	00	17	15
	59/3	00	00	20
	59/4	00	13	05
	60/1	00	14	30
	60/3	00	14	60
	60/4	00	13	55
	75/1	00	07	30
	75/2	00	18	53
	75/3	00	02	75
	75/4	00	12	20
	76/1	00	15	60
	76/2	00	02	03
	78/1	00	01	19
	79/4	00	04	25
	79/5	00	14	41
	79/6	00	27	20
	83/3	00	02	04
	83/5	00	24	55
	83/6	00	14	35
2) Pekeru	267	00	00	14
	268	00	00	59
	270	00	07	24
	269/3	00	23	20
	269/1	00	09	58
	269/2	00	00	10
3) Ogidi	107	00	03	74

1	2	3	4	5
3) Ogidi (Contd)	124	00	12	17
	123/3	00	08	23
	123/2	00	00	30
4) Inaparru	189	00	00	10
	208	00	01	06
	Nala in Gat No.208	00	01	51
	213	00	18	77
	224	00	03	00
	228	00	08	93
	207/5	00	00	20
	207/8	00	00	20
	214/3	00	10	85
	214/4	00	08	00
	214/2	00	00	34
	214/8	00	00	66
	214/5	00	10	48
	214/6	00	07	52
	214/7	00	14	18
	215/1	00	01	21
	216/1	00	05	30
	216/2	00	22	36
	216/3	00	07	44
	216/7	00	02	25
	217/4	00	06	26
	217/3	00	00	83
	219/3	00	18	52
	219/2	00	16	10
	225/1	00	23	43
	225/2	00	07	28
	225/3	00	00	94
	226/2A	00	06	22
	226/1	00	35	23
	227/3	00	00	10
5) Kakileru	37	00	02	69
	39	00	41	56
	51	00	35	83
	53	00	49	73
	73	00	23	99
	81	00	10	08
	83	00	07	69
	100	00	04	86
	122	00	57	04

1	2	3	4	5
5) Kakileru (Contd)	38/3	00	17	25
	42/1	00	08	23
	42/2	00	21	71
	43/1	00	10	40
	43/2	00	19	93
	43/3	00	12	35
	44/2	00	00	70
	48/1	00	08	16
	48/3	00	02	60
	52/1	00	00	10
	72/2	00	01	27
	72/3	00	23	30
	74/10	00	07	08
	74/4	00	00	10
	74/5	00	00	23
	74/8	00	08	01
	74/9	00	05	38
	76/1	00	31	84
	76/2	00	02	04
	79/1	00	05	60
	79/2	00	00	32
	79/3	00	03	93
	82/1	00	23	99
	105/1	00	12	93
	105/2A	00	00	10
	106/1	00	06	89
	106/2B	00	10	92
	106/2A	00	07	69
	106/3	00	13	15
	106/4	00	02	38
	116/1	00	00	67
	117/1	00	30	20
	117/2	00	12	83
	117/3	00	01	17
	120/3	00	00	35
	121/1	00	29	79
	124/1	00	16	89
	124/2	00	14	55
6) Kattavapadu	41	00	00	12
	42	00	36	89
	76	00	09	95
	85	00	00	25

1	2	3	4	5
6) Kattavapadu (Contd)	86	00	15	69
	89	00	05	33
	91	00	26	32
	94	00	03	48
	95	00	01	52
	113	00	00	79
	116	00	37	46
	117	00	05	16
	121	00	00	10
	128	00	07	97
	136	00	04	16
	Pond in Gat No.148	00	01	86
	62/4	00	02	75
	62/6	00	00	26
	77/6D	00	01	11
	78/1B	00	19	22
	78/2C	00	00	60
	78/2B	00	15	23
	78/2D	00	00	10
	78/2A	00	05	66
	78/3A	00	12	60
	79/1	00	03	20
	79/2	00	25	10
	79/3	00	02	02
	92/1B	00	00	10
	92/1D	00	03	17
	92/2	00	17	81
	92/3	00	15	14
	92/1C	00	00	14
	93/2E	00	09	95
	93/2D	00	08	30
	93/2C	00	08	45
	114/1	00	14	82
	115/1B	00	03	94
	115/2B	00	09	05
	115/2A	00	08	79
	115/2C	00	05	08
	123/1	00	27	97
	123/2	00	11	50
	124/3	00	07	41
	125/1	00	28	21
	125/2	00	03	55

1	2	3	4	5
6) Kattavapadu (Contd)	125/3	00	03	53
	126/1B	00	07	87
	126/2	00	07	23
	126/3	00	10	05
	126/4	00	01	50
	138/1	00	19	87
	138/2A1	00	00	10
	139/3B	00	13	77
	139/3C	00	14	52
	139/3A	00	01	52
	140/4	00	00	99
	140/5	00	21	67
	146/3	00	13	60
	146/4	00	01	47
	146/5	00	13	41
	146/1B	00	01	17
	147/1B	00	06	11
	147/1A	00	15	67
	148/3B	00	06	41
	148/4	00	09	80
	148/5	00	05	85
	148/6	00	10	78
	148/8	00	07	15
	148/7	00	00	10
	149/2	00	27	72
	150/1	00	06	18
	150/2	00	05	03
	150/3	00	07	75
	150/4	00	00	14

Mandal/Tehsil/Taluk: Penumantra	District: West Godavari	State: Andhra Pradesh
1) Koyyetipadu	1/1	00 16 76
	1/3	00 03 20
	1/2	00 11 60
	1/4	00 00 10
2) Penumantra	310	00 18 20
	313	00 03 73
	315	00 04 06
	318	00 01 18
	Nala in Gat No.318	00 00 11
	319	00 14 31
	366	00 02 99
	Nala in Gat No.366	00 01 40
	374	00 00 10

1	2	3	4	5
2) Penumantra (Contd)	377	00	40	68
	382	00	16	92
	Road in Gat No.384	00	01	68
	674	00	02	53
	Road in Gat No.674	00	00	58
	679	00	03	87
	Road in Gat No.679	00	01	17
	680	00	04	07
	689	00	21	61
	728	00	48	87
	731	00	04	11
	Road in Gat No.731	00	01	29
	735	00	23	14
	774	00	03	40
	788	00	35	65
	304/2A	00	02	55
	304/1B	00	00	10
	304/2B	00	14	56
	304/2D	00	04	03
	304/2C	00	06	64
	305/1B	00	00	28
	305/1A	00	18	44
	305/2A	00	05	82
	307/1	00	47	26
	307/3	00	02	93
	308/1	00	00	68
	309/1	00	20	44
	309/2	00	19	55
	314/1	00	13	26
	358/1B	00	01	55
	358/2E	00	00	61
	358/2I	00	15	06
	358/2D	00	18	58
	358/2G	00	15	67
	358/2C	00	17	78
	359/3	00	03	58
	359/4	00	15	40
	359/5	00	16	01
	362/7B	00	00	27
	363/1A	00	15	35
	363/2	00	06	38
	363/3A	00	08	71

1	2	3	4	5
2) Penunātra (Contd.)	364/5	00	00	13
	364/7	00	03	31
	364/8	00	04	64
	365/1	00	05	62
	368/6	00	00	39
	369/1B1	00	14	15
	369/1B2	00	11	13
	369/2B2	00	03	59
	369/2B1	00	12	88
	370/1A	00	00	72
	370/1B1	00	06	55
	370/1B2	00	00	10
	378/5	00	00	31
	381/4	00	12	08
	381/2	00	00	10
	381/3	00	18	35
	383/1	00	27	57
	383/2	00	13	47
	383/3	00	12	08
	384/2	00	07	80
	384/3	00	03	21
	385/3	00	00	10
	385/10	00	00	27
	676/2	00	00	88
	677/1B	00	13	44
	677/1A	00	07	96
	677/2	00	11	00
	677/3	00	10	72
	678/1	00	19	25
	678/2	00	18	65
	690/1A	00	17	15
	725/1	00	00	63
	727/1	00	04	15
	727/2	00	08	97
	727/3	00	13	95
	729/3E	00	04	94
	729/3B	00	04	85
	729/3D	00	01	71
	729/3A	00	03	03
	729/3F	00	05	11
	729/3C	00	05	10
	730/4E	00	06	57
	730/4F	00	10	60

1	2	3	4	5
2) Penumantra (Contd)	730/4G	00	03	34
	732/3	00	12	11
	732/4	00	00	66
	733/2	00	16	70
	734/3	00	41	80
	734/4	00	00	10
	737/2B	00	20	38
	737/2A	00	26	75
	738/1	00	08	90
	738/2	00	09	96
	738/5C	00	00	47
	738/3B	00	04	79
	738/3A	00	01	95
	738/3C	00	02	80
	738/4B	00	03	48
	738/4A	00	02	99
	738/4C	00	02	74
	738/5A	00	08	59
	771/10	00	06	35
	771/11	00	02	95
	771/7	00	01	77
	771/8	00	05	98
	773/2	00	46	99
	773/3	00	00	11
	773/4	00	13	88
	773/5	00	01	45
	773/1B	00	00	62
	773/6	00	00	10
	776/1	00	00	92
	787/3	00	02	90
	787/4	00	12	24
	787/5	00	07	06
	789/1	00	01	82
3) Polamuru	29	00	41	01
	62	00	27	14
	65	00	03	85
	82	00	05	64
	83	00	05	30
	88	00	02	61
	98	00	23	86
	99	00	26	91

1	2	3	4	5
3) Polamuru (Contd)	101	00	29	97
	103	00	20	40
	104	00	03	10
	163	00	43	09
	190	00	07	85
	191	00	19	90
	192	00	00	16
	204	00	00	10
	205	00	27	47
	209	00	04	20
	217	00	00	49
	26/2B	00	00	10
	26/3	00	02	86
	26/4	00	02	61
	26/5	00	05	41
	26/6A/1	00	07	08
	26/6A/2	00	07	92
	30/3	00	31	91
	31/4B	00	00	15
	31/4C	00	04	23
	31/5A/2	00	00	52
	31/5B	00	00	62
	33/2	00	03	36
	61/5	00	00	41
	61/6	00	00	22
	61/7	00	00	76
	63/1B1	00	01	31
	63/1B2	00	14	65
	63/1A	00	20	43
	66/1B	00	20	98
	66/1A	00	10	64
	66/2	00	02	39
	68/13E	00	00	19
	68/13D	00	00	20
	68/13C	00	00	20
	80/6	00	00	19
	80/8	00	00	19
	80/9	00	04	26
	81/1	00	28	35
	81/2	00	10	01
	81/3B	00	05	49
	81/3A	00	05	23

1	2	3	4	5
3) Polanuru (Contd)	89/1B	00	12	33
	89/1A	00	12	95
	89/4A	00	00	11
	89/5A	00	00	24
	90/1B	00	00	60
	90/1A	00	12	04
	91/3C	00	00	53
	91/4	00	18	87
	100/1	00	06	93
	100/2	00	24	54
	102/1	00	00	10
	162/1B	00	00	33
	164/1	00	05	30
	164/2	00	15	46
	164/4	00	03	04
	164/5B	00	10	68
	164/5A	00	05	88
	164/5C	00	03	50
	165/1	00	02	69
	165/2	00	00	10
	200/1	00	06	50
	200/2A/1	00	25	05
	200/2A/2	00	08	61
	201/5	00	07	88
	201/6	00	01	73
	201/7	00	05	36
	203/13	00	00	10
	203/15	00	06	08
	212/1B	00	00	10
	212/2E	00	03	67
	212/2D	00	01	19
	212/2F	00	01	00
	212/2C	00	00	10
	212/3	00	01	10
	212/4E	00	02	10
	212/4D	00	00	10
	213/1E	00	06	98
	213/1B	00	00	52
	213/1D	00	14	16
	213/1F	00	05	90
	213/1C	00	03	93
	213/2	00	10	18

1	2	3	4	5
3) Polamuru (Contd)	213/3	00	05	91
	213/4B	00	00	10
	213/4A	00	02	02
	213/6	00	00	12
	214/1B	00	01	68
	214/1A	00	05	43
	214/2	00	03	96
4) Mamuduru	378	00	03	28
	379	00	01	48
	Viravellivari Cheruvu in Gat No.382	00	33	62
	390	00	05	32
	335/2B	00	00	10
	335/3B	00	06	41
	336/10A	00	03	80
	336/11A	00	00	50
	336/2B	00	00	10
	336/2D	00	05	67
	336/2C	00	02	13
	336/3	00	13	65
	336/4	00	09	97
	336/5	00	12	53
	338/10E	00	03	61
	338/10 I	00	00	10
	338/10 B	00	00	27
	338/10D	00	03	86
	338/10A	00	04	73
	338/10 H	00	01	27
	338/10F	00	02	42
	338/10 G	00	01	70
	338/10C	00	00	10
	338/9	00	23	93
	377/2	00	27	52
	381/1	00	06	66
	381/2	00	00	83
	382/3	00	00	10
	384/9	00	05	82
	389/10	00	01	52
	389/16B	00	02	04
	389/16A	00	11	27
	389/17C	00	00	10
	389/20	00	01	81
	389/9	00	08	01

1	2	3	4	5
4) Mamuduru (Contd)	394/1	00	15	80
	394/2A	00	11	45
	394/3A	00	00	43

Mandal/Tehsil/Taluk:Veeravasaram	District:West Godavari	State:Andhra Pradesh
1) Andaluru	8	00 07 44
	37	00 09 17
	River in Gat No.37	00 04 38
	39	00 05 53
	40	00 13 62
	56	00 00 23
	60	00 09 35
	69	00 00 13
	9/1	00 03 10
	9/2	00 00 76
	11/1	00 21 95
	11/2B	00 04 91
	11/2A	00 04 67
	12/2	00 14 75
	12/3	00 00 10
	13/3	00 35 11
	14/3	00 00 10
	14/4	00 23 14
	14/5	00 08 99
	14/6	00 13 48
	14/7	00 01 23
	15/1	00 09 50
	15/2	00 12 65
	15/3	00 00 62
	15/5A	00 00 12
	57/1B	00 06 49
	57/1A	00 05 76
	57/2B	00 00 20
	57/2A	00 02 37
	58/3B	00 04 51
	61/1B	00 13 77
	61/1A	00 05 97
	61/2	00 28 79
	62/2	00 10 95

Mandal/Tehsil/Taluk:Attili	District:West Godavari	State:Andhra Pradesh
1) Aravalli	285	00 14 75
	Nala in Gat no.285	00 04 72
	287	00 03 48
	Road in Gat no.287	00 02 14
	284/2B	00 03 01

1	2	3	4	5
1) Aravalli (Contd)	286/1	00	15	04
	286/2	00	10	61
	286/3	00	00	55
	288/2	00	01	88
	288/3	00	03	92
	288/4	00	14	53
	288/5	00	11	18
	288/6	00	09	49
	291/6	00	00	51
	291/7	00	00	37
2) Unikili	6	00	21	28
	Water Body in Gat No.32	00	01	89
	42	00	04	32
	45	00	17	63
	53	00	03	29
	62	00	10	06
	69	00	01	27
	70	00	08	60
	345	00	15	77
	5/2B	00	01	24
	11/1	00	22	62
	11/2	00	10	12
	12/1	00	02	79
	12/5	00	10	49
	13/1	00	11	64
	13/2A	00	13	75
	14/4	00	01	06
	14/5	00	00	25
	30/1	00	00	33
	30/2	00	04	84
	31/2A	00	00	89
	31/1	00	12	39
	31/3B	00	01	51
	31/3A	00	00	90
	31/4	00	01	74
	32/1B	00	00	10
	32/2	00	00	45
	32/3	00	00	17
	32/4	00	00	10
	32/5	00	09	47
	32/6	00	06	09
	32/7	00	00	13

1	2	3	4	5
2.) Unikili (Contd)	33/1	00	22	43
	33/2	00	00	18
	44/11	00	11	01
	44/12	00	05	49
	44/2	00	11	02
	44/7	00	01	71
	44/1	00	19	69
	50/1B	00	02	20
	50/1A	00	00	10
	50/2	00	00	10
	50/3	00	10	10
	50/4	00	02	33
	50/5	00	07	19
	50/6	00	06	72
	50/7	00	07	43
	51/1	00	06	34
	51/2A	00	02	10
	51/5	00	00	10
	54/1	00	00	52
	54/2	00	00	10
	54/3	00	20	75
	54/4	00	11	63
	59/1	00	00	25
	60/1	00	28	60
	60/2	00	00	60
	60/3	00	08	65
	68/1	00	11	34
	68/2	00	09	70
	68/3	00	10	13
	71/1	00	07	83
	71/3	00	04	83
	364/1	00	00	10
3) S.kinnarapuram	171	00	10	31
	173	00	03	68
	Nala in Gat No.173	00	02	59
	175	00	00	56
	Nala in Gat No.175	00	00	31
	168/1A	00	18	89
	168/1B	00	16	03
	168/2B	00	13	05
	168/2C	00	16	25
	169/1	00	11	33

1	2	3	4	5
3) S.kinnarapuram (Contd)				
169/2	00	10	43	
169/3	00	14	57	
169/4	00	08	30	
170/1	00	09	05	
170/2A	00	03	35	
172/1A	00	01	41	
172/1B	00	20	08	
172/1C	00	26	32	
172/1D	00	01	55	
172/1E	00	00	10	
172/1F	00	37	37	
172/1G	00	00	10	
174/1	00	17	59	
174/2	00	00	12	
190/1	00	01	60	
190/2A	00	12	58	
190/2B	00	03	94	
190/3A	00	14	18	
190/3B	00	04	53	
190/4A	00	06	27	
190/4B	00	09	60	
191/2	00	11	70	
191/3	00	13	45	
192/3C	00	12	56	
192/3D	00	29	15	
Mandal/Tehsil/Taluk:Palakoderu District:West Godavari State:Andhra Pradesh				
1) Mogallu				
84	00	11	83	
93	00	04	59	
Nala in Gat No.93	00	02	43	
109	00	05	47	
110	00	22	92	
112	00	30	36	
Water Body in Gat No.113	00	08	19	
119	00	58	19	
135	00	68	75	
233	00	06	70	
Cart Track in Gat No.233	00	06	94	
252	00	01	64	
289	00	01	00	
293	00	13	37	
315	00	09	19	
325	00	32	65	
325/D	00	10	19	

1	2	3	4	5
1) Mogallu (Contd)	335	00	11	83
	83/1	00	00	98
	85/2B	00	06	56
	85/2A	00	13	59
	87/2	00	16	43
	87/3	00	20	17
	89/1	00	43	06
	89/2	00	03	87
	90/1	00	01	33
	94/1	00	01	88
	94/2	00	30	63
	111/2	00	29	22
	113/1	00	02	20
	113/2	00	23	67
	136/1	00	09	52
	136/2	00	20	93
	136/3	00	06	59
	226/1	00	01	39
	230/1A	00	16	48
	231/1	00	40	84
	248/1	00	20	74
	248/5	00	00	14
	248/3A	00	04	64
	248/2B	00	08	20
	250/1	00	18	68
	250/2	00	13	47
	250/3	00	05	07
	250/4	00	00	10
	251/3	00	21	24
	251/2B	00	01	29
	285/1	00	03	54
	285/2B	00	04	75
	285/2A	00	02	53
	285/3A	00	08	38
	285/3B	00	00	85
	285/4B	00	09	77
	285/4A	00	06	86
	285/5A	00	01	17
	290/1	00	12	95
	290/4A	00	06	09
	291/1D	00	06	72
	291/1A	00	00	13
	291/1C	00	14	93
	291/2	00	22	25

1	2	3	4	5
1) Mogallu (Contd)	291/3B	00	01	64
	291/3A	00	02	32
	292/1	00	02	62
	292/2	00	04	52
	292/3	00	05	12
	292/5	00	09	80
	292/6	00	02	12
	296/4E	00	02	77
	296/4B	00	03	54
	296/4D	00	02	86
	296/4A	00	00	10
	296/4C	00	00	12
	296/5	00	03	15
	314/1	00	10	12
	314/2	00	08	14
	314/3	00	00	25
	314/6	00	11	05
	318/1B	00	00	39
	318/1A	00	03	64
	325/A/1A	00	19	84
	325/A/2A	00	18	42
	325/B/2	00	00	19
	325/C/1	00	25	09
	325/C/2	00	25	43
	327/3	00	00	10
	327/4	00	01	18
	330/2	00	11	18
	331/1	00	28	46
	331/2	00	21	31
	333/1	00	19	56
	334/1	00	26	46
	334/2B	00	00	15
	334/2A	00	12	17
2) Garagaparru	311	00	00	10
	312	00	12	34
	315	00	04	23
	394	00	36	29
	River in Gat No.394	00	08	96
	395	00	05	46
	402	00	04	37

1	2	3	4	5
2) Garagaparru (Contd)	405	00	03	21
	576	00	10	66
	583	00	55	87
	586	00	01	14
	306/1B	00	05	78
	306/1D	00	11	81
	306/2B	00	04	51
	306/2A	00	02	24
	307/1	00	15	04
	307/2B	00	02	20
	307/2A	00	07	20
	307/3B	00	00	10
	307/3A	00	01	03
	308/1	00	10	80
	308/2	00	09	84
	308/3A	00	11	10
	309/2	00	08	76
	310/1A	00	00	10
	403/1	00	10	22
	403/2A	00	06	48
	403/4B	00	06	91
	403/4A	00	07	35
	403/5B	00	07	26
	403/5A	00	06	75
	403/5C	00	07	47
	403/6	00	07	00
	404/3	00	03	77
	404/4	00	13	47
	404/5	00	32	23
	406/1	00	00	13
	406/2B	00	27	50
	406/2A	00	04	47
	581/1	00	01	04
	581/2	00	26	52
	581/3	00	28	40
	582/1	00	05	65
	584/3A	00	10	53
	584/4	00	00	10
	584/5	00	05	54
	585/1A	00	15	95
	585/2	00	07	93
	585/3	00	03	74

1	2	3	4	5
3) Gollalakoderu	57	00	22	09
	58	00	23	67
	59	00	08	08
	62	00	02	64
	65	00	34	13
	66	00	19	05
	67	00	37	01
	68	00	08	69
	69	00	00	74
	70	00	45	95
	71	00	13	92
	72	00	07	94
	84	00	20	36
	92	00	10	06
	Nala in Gat No.92	00	05	40
	99	00	06	66
	100	00	25	94
	101	00	24	83
	102	00	68	71
	103	00	01	97
	177	00	01	01
	180	00	23	41
	182	00	01	26
	188	00	12	15
	190	00	29	92
	192	00	24	81
	197	00	04	77
	198	00	04	31
	212	00	04	92
	213	00	08	07
	85/1	00	09	66
	85/2	00	10	05
	85/4	00	00	79
	174/1	00	11	89
	174/2	00	03	94
	174/3A	00	00	61
	175/10	00	05	33
	175/11	00	12	99
	175/2	00	00	20
	175/3	00	00	89
	175/4	00	02	70
	175/5	00	07	43

1	2	3	4	5
3) Gollalakoderu (Contd)	175/6	00	01	93
	175/7	00	00	87
	181/1	00	08	83
	181/2	00	01	04
	181/3	00	37	01
	189/1	00	10	37
	189/2	00	06	62
	189/4	00	05	41
	189/5	00	06	16
	193/1	00	07	66
	210/3	00	00	17
	211/1	00	36	54

Mandal/Tehsil/Taluk:Bhimavaram	District:West Godavari	State:Andhra Pradesh
1) Annavaram	39	00 04 99
	41	00 03 40
	49	00 00 56
	Pond in Gat No.50	00 09 41
	106	00 18 06
	107	00 17 51
	108	00 12 75
	118	00 32 39
	19/2	00 06 13
	38/2	00 01 33
	38/4	00 16 61
	40/1	00 21 98
	40/2	00 07 93
	50/1	00 04 92
	50/2	00 18 91
	50/3	00 19 52
	50/4	00 15 23
	50/5	00 02 35
	54/1	00 06 71
	55/3	00 02 76
	55/4	00 03 07
	55/5	00 07 34
	59/1	00 05 37
	59/2	00 26 13
	60/1	00 39 34
	62/1	00 05 76
	109/1	00 14 01
	109/2	00 34 77
	110/1	00 10 64
	110/2	00 04 86

1	2	3	4	5
1) Annavaram (Contd)	119/1	00	15	88
	120/1	00	25	55
	120/2	00	03	33
	122/1	00	11	62
	122/2	00	34	92
	123/1	00	00	10

Mandal/Tehsil/Taluk:Kalla	District:West Godavari	State:Andhra Pradesh		
1) Pedda Amiram	25	00	04	15
	Nala in Gat No.25	00	06	19
	26	00	49	83
	34	00	05	61
	Road in Gat No.34	00	01	44
	51	00	04	26
	52	00	00	21
	53	00	12	35
	73	00	05	19
	77	00	04	32
	97	00	07	82
	98	00	04	52
	99	00	02	59
	101	00	00	53
	189	00	02	28
	Nala in Gat No.189	00	00	53
	194	00	04	36
	Nala in Gat No.194	00	06	81
	195	00	00	97
	255	00	07	88
	261	00	17	88
	262	00	61	37
	264	00	08	50
	265	00	11	84
	266	00	13	10
	282	00	01	73
	283	00	00	32
	285	00	00	34
	288	00	04	13
	563	00	10	84
	573	00	04	36
	29/1	00	10	99
	29/2	00	08	85
	29/3B	00	00	24
	29/3A	00	08	96
	31/1	00	15	61

1	2	3	4	5
1) Peda Amiram (Contd)	31/2	00	15	55
	32/1	00	04	55
	32/2	00	06	46
	48/A2	00	17	32
	50/2	00	06	42
	50/3	00	34	89
	54/1	00	05	95
	54/2	00	10	77
	54/3	00	00	40
	72/1	00	25	13
	78/1	00	02	22
	78/2	00	03	90
	78/3	00	27	52
	78/4	00	00	10
	78/5	00	00	10
	79/3	00	24	60
	79/4	00	03	76
	80/1B	00	06	51
	81/1	00	17	36
	81/2	00	06	21
	82/1	00	24	62
	82/2	00	27	24
	86/2	00	21	69
	100/1	00	26	55
	100/2	00	00	10
	186/1	00	00	10
	186/2	00	39	71
	187/1	00	05	23
	187/2	00	09	93
	187/3	00	07	16
	187/4	00	00	42
	188/1	00	18	03
	191/1E	00	06	78
	191/1B	00	06	64
	191/1D	00	04	36
	191/1A	00	04	92
	191/1F	00	02	80
	191/1C	00	09	62
	191/2	00	08	42
	192/1	00	05	92
	256/1	00	08	75
	256/2	00	01	88

1	2	3	4	5
1) Peda Amiram (Contd)	256/3	00	11	13
	256/4	00	06	80
	256/5	00	14	04
	258/1	00	03	70
	258/2	00	06	09
	258/3	00	05	85
	258/4	00	08	43
	258/5	00	10	29
	260/1	00	00	97
	260/2	00	14	06
	263/1	00	07	83
	263/2	00	09	14
	263/3	00	07	75
	263/4	00	25	37
2) Jakkaram	7	00	31	41
	8	00	05	25
	11	00	22	16
	16	00	03	95
	17	00	00	58
	21	00	00	48
	5/2D	00	00	70
	5/2C	00	00	20
	5/3	00	00	13
	6/1B	00	11	88
	6/1A	00	10	74
	6/1C	00	03	64
	6/2	00	23	29
	10/1	00	12	22
	12/1	00	05	42
	12/2	00	18	64
	12/3	00	11	32
	12/4	00	00	44
	13/3	00	00	27
	13/2	00	00	90
	13/5	00	01	02
	15/1B	00	09	75
	15/1A	00	11	93
	15/2B	00	01	20
	15/2A	00	16	62
	15/3	00	05	97
	19/1	00	30	40
	81/1	00	08	56

1	2	3	4	5
31) Seesali ...	217	00	35	04
	219	00	19	31
	221	00	09	41
	226	00	36	26
	246	00	24	57
	247	00	16	48
	248	00	02	09
	250	00	04	16
	252	00	02	95
	253	00	29	30
	254	00	28	54
	258	00	00	10
	300	00	39	40
	301	00	12	49
	302	00	48	19
	330	00	38	72
	331	00	29	08
	368	00	29	16
	378	00	01	77
	379	00	31	47
	380	00	09	91
	417	00	03	71
	418	00	00	10
	420	00	41	35
	421	00	30	73
	423	00	17	03
	425	00	31	20
	428	00	36	08
	429	00	08	94
	434	00	29	11
	1000	00	14	74
	1001	00	27	68
	215/1	00	06	14
	220/1	00	16	85
	231/1C	00	01	12
	231/1D	00	03	48
	232/1C	00	08	06
	232/1D	00	01	32
	232/2	00	07	11
	232/3	00	09	27
	232/4	00	12	79
	232/5	00	01	11

1	2	3	4	5
4) Kaila	268	00	03	63
	278	00	01	92
	284	00	00	21
	371	00	05	67
	372	00	03	98
	379	00	04	31
	Nala in Gat No.379	00	02	62
	River in Gat No.393	00	01	41
	271/1C	00	06	34
	271/2	00	19	14
	271/3B	00	08	25
	271/3D	00	20	89
	271/3C	00	00	61
	273/1	00	07	15
	274/1B	00	00	10
	274/1A	00	13	65
	279/1	00	32	36
	279/2	00	01	61
	280/2B	00	12	38
	280/2A	00	16	63
	283/1	00	02	77
	283/2	00	16	65
	283/3	00	15	15
	369/2C	00	01	93
	369/3	00	00	10
	370/1	00	20	07
	370/2B	00	07	13
	370/2A	00	04	01
	370/2C	00	09	17
	373/1B	00	07	68
	373/1A	00	18	07
	380/1E	00	02	41
	380/1I	00	00	10
	380/1D	00	01	03
	380/1A	00	00	10
	380/1H	00	05	25
	380/1F	00	07	01
	380/1G	00	09	71
	380/1C	00	00	83
	380/2A	00	00	10
	383/2B	00	08	84
	383/2A	00	18	81

Continued 20

1	2	3	4	5
4) Kalla (Contd)	383/2C	00	22	22
	383/3	00	18	51
	384/1	00	32	49
	385/1	00	15	20
	385/2	00	14	86
	389/1	00	19	86
	389/2	00	04	42
	390/1	00	07	52
	390/2	00	00	68
	393/1	00	22	33
	393/2	00	25	70
	393/3	00	08	90
	393/4	00	00	10
5) Doddanapudi	122	00	01	20
	124	00	30	18
	125	00	13	19
	126	00	04	74
	138	00	01	31
	140	00	05	05
	141	00	04	60
	145	00	10	11
	148	00	11	68
	162	00	00	33
	163	00	04	81
	172	00	09	88
	River in Gat No.172	00	03	77
	177	00	07	36
	188	00	17	33
	191	00	22	95
	192	00	18	58
	202	00	01	68
	203	00	43	26
	206	00	11	81
	207	00	01	65
	230	00	04	72
	232	00	04	98
	233	00	01	00
	92/3	00	00	15
	92/4	00	00	16
	123/1	00	02	18
	123/2	00	02	49
	123/3	00	12	11

1	2	3	4	5
5) Doddanapudi (Contd)	123/4	00	18	30
	146/1	00	17	79
	146/2	00	14	84
	156/1	00	11	74
	156/2	00	00	34
	156/3	00	11	84
	157/1	00	04	34
	157/3	00	01	58
	157/4	00	04	79
	157/6	00	05	98
	158/1	00	05	09
	158/3	00	06	46
	158/4	00	05	44
	160/2	00	12	59
	160/4	00	04	28
	160/5	00	04	02
	160/6	00	05	12
	164/3	00	02	01
	164/4	00	09	74
	164/5	00	01	83
	179/10	00	00	10
	179/11	00	39	69
	180/1	00	05	73
	180/2	00	15	22
	186/2	00	16	30
	186/3	00	20	26
	196/1	00	05	50
	196/2	00	05	00
	196/3	00	06	49
	196/4	00	04	93
	196/5	00	02	39
	197/1	00	14	99
	197/3	00	04	62
	204/7	00	02	73
	204/8	00	01	94
	204/9	00	00	27
	212/1	00	00	34
	213/1	00	40	60
	213/2	00	07	00
	214/2	00	02	33
	214/3	00	07	13
	228/2	00	00	30

1	2	3	4	5
5) Doddanapudi (Contd)	228/3	00	31	73
	231/1	00	02	54
	231/2	00	40	65
	231/3	00	16	15
6) Kallakuru	346	00	06	93
	347	00	28	35
	353	00	09	72
	354	00	74	24
	356	00	04	21
	365	00	23	05
	366	00	23	92
	377	00	56	02
	379	00	03	88
	342/1	00	53	20
	378/1	00	24	01
	378/2	00	21	11
7) Elurupadu	307	00	00	19
	313	00	10	31
	314	00	00	36
	333	00	31	26
	335	00	30	90
	339	00	50	74
	345	00	03	79
	361	00	47	49
	368	00	27	62
	372	00	64	73
	375	00	23	05
	379	00	25	61
	380	00	35	24
	382	00	01	25
	383	00	29	98
	384	00	35	19
	409	00	59	96
	410	00	19	61
	426	00	38	04
	430	00	12	53
	539	00	08	02
	546	00	25	00
	552	00	03	20
	554	00	06	38
	282/2	00	00	20
	309/2	00	00	55

1	2	3	4	5
7) Elurupadu (Contd)	310/1B	00	15	92
	310/1A	00	00	87
	310/2A	00	30	16
	312/1	00	14	46
	312/2	00	19	73
	315/2	00	25	75
	316/1	00	56	73
	316/2	00	01	06
	334/1	00	30	82
	338/2	00	31	98
	346/1	00	04	41
	346/2	00	53	87
	347/1	00	44	78
	347/2	00	04	35
	363/1E	00	13	10
	363/1B	00	12	45
	363/1D	00	08	59
	363/1A	00	28	15
	363/1C	00	05	74
	363/2	00	22	80
	376/1	00	14	80
	376/2	00	01	68
	376/3	00	03	86
	376/4	00	06	42
	376/5	00	00	67
	376/6	00	00	29
	411/1	00	18	99
	411/2	00	00	10
	412/B	00	33	03
	412/A	00	37	52
	429/B	00	17	74
	540/1B	00	22	15
	541/1	00	00	20
	541/2	00	29	55
	545/1	00	28	70
	545/2	00	16	70
	547/1	00	00	33
	547/2	00	07	74
	547/3	00	08	00
	547/4	00	04	85
	547/5	00	03	14
	547/6	00	07	24

1	2	3	4	5
7) Elurupadu (Contd)	547/7	00	02	96
	547/8	00	00	49
	547/9	00	02	47
	553/1	00	06	66
	553/2	00	00	62
	553/3	00	08	21
	553/4	00	08	79
	553/5	00	00	11
	553/6	00	02	66
	553/7	00	13	25
	553/8	00	00	88

Mandal/Tehsil/Taluk:Undi	District:West Godavari	State:Andhra Pradesh
1) Vandram	252	00 30 21
	256	00 11 89
	257	00 03 02
	262	00 02 21
	Nala in Gat No.262	00 02 02
	263	00 00 06
	Nala in Gat No.263	00 00 10
	273	00 14 57
	Nala in Gat No.273	00 03 87
	274	00 00 38
	284	00 28 49
	302	00 02 83
	303	00 02 10
	310	00 12 34
	314	00 01 66
	125/1E	00 16 90
	125/1D	00 20 73
	125/1H	00 13 30
	125/1F	00 10 60
	125/1G	00 38 02
	125/1C	00 06 41
	125/2	00 18 45
	251/1	00 00 58
	261/2B	00 01 43
	261/2A	00 16 16
	261/3A	00 01 08
	270/1B	00 00 23
	270/2B	00 08 69
	270/3	00 36 27
	271/1B	00 07 22
	271/1A	00 12 11

1	2	3	4	5
1) Vandram (Contd)	272/1	00	00	10
	279/1	00	00	31
	279/4C	00	00	31
	280/3A	00	00	84
	283/1	00	11	69
	283/2	00	09	14
	283/3	00	24	26
	301/1	00	02	83
	301/2A	00	02	08
	305/3A2/B	00	00	29
	305/3A2/C	00	01	00
	305/3B	00	09	79
	305/3C1/A	00	00	10
	305/4	00	06	42
	307/2	00	00	10
	308/1B	00	12	00
	308/2	00	04	71
	308/3B	00	04	60
	308/3A	00	15	56
	308/4	00	00	12
	309/1	00	13	18
	309/2A	00	14	03
	309/3	00	02	68
2) Chinapulleru	156	00	03	85
	Nala in Gat No.156	00	01	59
	158	00	13	48
	Cart Track in Gat No.160	00	02	61
	163	00	41	50
	175	00	05	62
	176	00	00	83
	183	00	00	10
	148/3F	00	22	93
	154/2B	00	22	70
	154/2A	00	01	35
	162/1E	00	00	41
	162/1B	00	14	69
	162/1H	00	13	36
	162/1F	00	02	27
	162/1G	00	11	33
	162/1J	00	12	97
	162/1K	00	09	89
	162/1C	00	13	62

1	2	3	4	5
2) Chinapulleru (Contd)	162/2A	00	12	54
	162/2C	00	05	16
	164/1	00	16	45
	164/3	00	00	10
	164/4	00	14	80
	164/5	00	01	62
	165/1	00	08	36
	165/3	00	11	25
	165/4	00	02	47
	165/5	00	04	91
	165/6	00	00	10
	166/2	00	09	17
	174/4	00	02	25
	174/5	00	02	11

F. No. L-14014/54/2009-G.P.]

K. K. SHARMA, Under Secy.

नई दिल्ली, 30 जून, 2011

का. आ. 1756.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2194 तारीख 31 अगस्त, 2010 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर काकीनाडा स्थित अपतटीय गैस प्रसंस्करण टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा विजयवाड़ा- नेल्लोर - चेन्नई गैस पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 22 दिसम्बर, 2010 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन बिछाने के सम्बन्ध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के वजाए, सभी विल्लंगमों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा ।

अनुसूची

मंडल/ तेहसिल/ तालुक : कावलि		जिला : श्री पोट्टि श्रीरामुलु नेल्लूरु		राज्य : आन्ध्र प्रदेश	
गाँव का नाम	सर्वे सं/सब डिविजन सं.	आर.ओ.यू. अर्जिस करने के लिए क्षेत्रफल			
		हेक्टेयर	एयर	सि एयर	
1	2	3	4	5	
चलमचेरला	526, 208 व 218, 220, 527, 538, 539, 589, 612, 613 और 614	02	05	25	
	595	00	24	36	
	597	00	69	25	
	598	00	06	20	
	600	00	20	93	
	गट नंबर 600 में तलाव	00	18	50	
	838	00	42	32	
	839	00	03	55	
	867	00	45	77	
	868	00	55	68	
	869	00	01	58	
	870	00	05	43	
	599/1	00	08	18	
	599/2सी	00	09	27	
	599/2डी	00	09	19	
	817/2	00	03	91	
	817/3	00	10	14	
	817/8	00	02	27	
	817/10	00	15	45	
	817/11	00	11	94	
	817/12	00	05	26	
	822/2	00	03	18	
	822/12	00	06	84	
	822/13	00	01	72	
	822/14	00	08	14	
	822/15	00	14	14	
	823/1	00	00	40	
	823/10	00	00	40	
	823/11	00	00	49	
	824/1	00	11	44	
	824/5	00	03	83	
	824/6	00	00	41	
	825/2	00	01	50	
	825/5	00	04	81	
	825/12	00	12	08	
	825/13	00	00	13	
	844/5	00	03	58	

1	2	3	4	5
1) चलमचेरला (निरंतर)	844/6	00	27	27
	866/ए	00	84	99
2) कोल्लपल्लि	274	00	73	21
	283	00	06	95
	287	00	11	51
	314/1	00	07	37
	417	00	52	55
	419	00	09	08
	450	00	08	65
	गट नंबर 450 में रोड	00	02	28
	271/6बी	00	02	23
	275/4ए	00	27	41
	275/4बी	00	01	63
	275/7ए	00	00	96
	275/7बी	00	00	80
	276/2ए	00	03	30
	276/2बी	00	02	36
	276/2सी	00	12	69
	276/2डी	00	07	07
	276/2ई	00	03	48
	276/2एफ	00	08	51
	276/2जी1	00	02	19
	284/2	00	35	77
	284/3	00	17	39
	285/1	00	82	16
	285/2	00	02	11
	286/5	00	00	10
	289/1ए/बी	00	06	65
	289/1ए/सी	00	14	78
	289/ए/2	00	17	28
	289/1बी2/ए	00	01	10
	289/1बी2/बी	00	09	21
	312/4	00	25	99
	312/5	00	01	22
	312/6सी	00	25	68
	314/2/2	00	19	34
	314/2/3	00	02	21
	315/1	00	01	66
	315/4	00	24	68
	315/5	00	13	13
	315/6	00	18	34
	315/7	00	24	08

1	2	3	4	5
2) कोत्तपल्लि (निरंतर)	418/2बी	00	04	73
	418/3	00	13	89
	423/1ए/2	00	18	02
	423/1ए/3	00	03	87
	423/1ए/5	00	24	45
	423/2बी/1	00	00	10
	433/ए/1ए	00	38	41
	433/ए/1बी	00	13	60
	433/ए/1सी	00	02	96
	433/ए/1डी	00	00	10
	434/1ए	00	02	78
	434/1बी	00	02	49
	323/बी	01	63	85
	323/ए	00	14	94
मंडल/ तेहसिल/ तालुक : जलदंकी	जिला : श्री पोडि श्रीरामुलु नेल्लूरु	राज्य : आन्ध्र प्रदेश		
1) जलदंकी	238	01	17	09
	240	00	61	94
	242	00	12	96
	247	00	00	83
	248	00	42	09
	252	00	29	79
	255	00	52	87
	344	00	52	43
	345	00	09	18
	346/1	00	19	19
	गट नंबर 349 में चिन्नरावला गन्टा	00	29	44
	350	00	42	39
	357	00	13	25
	367	00	25	03
	372	00	32	63
	373	00	59	46
	374	00	06	40
	890	00	15	69
	891	00	10	71
	925	00	18	44
	926	00	36	07
	928	00	03	96
	931	00	06	45
	933	00	07	59
	935	00	12	91
	936	00	08	19
	937	00	06	86
	940	00	00	36

1	2	3	4	5
1) जलदंकी (निरंतर)	941	00	18	18
	944	00	09	67
	945	00	12	68
	946	00	03	04
	950	00	02	96
	962	00	29	32
	968/2	00	09	28
	969	00	00	11
	1002	00	07	18
	1004	00	27	90
	1071/1	00	07	89
	1071/2	00	17	98
	1075	00	10	69
	1165	00	01	30
	1167	00	08	24
	1169	00	03	64
	1173	00	04	35
	1175	00	04	09
	1197/1	00	03	25
	1198/2	00	03	86
	गट नंबर 1198/2 में रोड	00	02	33
	1199/1	00	04	99
	1202	00	05	17
	1233	00	03	61
	1259	00	31	43
	1268 से 1330 तक	04	23	69
	1389	00	12	03
	1390	00	46	71
	1391	00	58	30
	1393	00	52	89
	1397	00	12	72
	1401	00	26	18
	1402	00	03	10
	1419	00	00	54
	1420	00	33	24
	241/1	00	53	97
	256/3	00	09	20
	256/1	00	33	34
	349/पी1	00	18	99
	356/9	00	23	71
	356/10	00	17	27
	360/2	00	00	52

1	2	3	4	5
1) जलदंकी (निरंतर)	370/1	00	33	77
	370/2	00	04	96
	370/3	00	00	10
	370/5	00	01	34
	888/1	00	13	22
	888/2	00	01	00
	929/2	00	21	65
	932/1	00	12	71
	932/2	00	11	73
	968/1/1	00	01	42
	968/1/2	00	04	40
	968/1/5	00	01	47
	968/1/6ए	00	02	15
	968/1/6बी	00	05	50
	968/1/6सी	00	00	70
	976/2	00	26	28
	977/1	00	28	01
	977/2	00	00	70
	978/3ए	00	00	10
	978/3बी	00	08	21
	978/8बी	00	05	28
	978/4सी	00	08	92
	989/1	00	12	38
	989/2	00	04	72
	1018/1	00	04	45
	1018/2	00	10	50
	1018/3	00	08	81
	1073/1	00	26	21
	1073/2	00	01	46
	1164/1/1	00	08	70
	1164/1/2	00	09	30
	1164/2/1	00	06	50
	1164/2/2	00	08	29
	1171/1ए	00	10	90
	1171/1बी	00	00	10
	1171/2ए	00	18	73
	1171/2बी	00	00	11
	1199/2/3	00	15	59
	1203/3	00	07	01
	1204/1ए	00	07	44
	1204/1सी	00	17	28
	1204/1डी	00	00	67

1	2	3	4	5
1) जलदंकी (निरंतर)	1204/1ई	00	23	66
	1204/2	00	16	27
	1217/1	00	02	56
	1217/2	00	18	83
	1218/1	00	06	26
	1235/1	00	01	65
	1236/4	00	00	18
	1236/5	00	07	00
	1258/4	00	06	02
	1258/5	00	11	15
	1258/6	00	09	94
	1258/7	00	22	96
	1264/2	00	22	10
	1264/3	00	14	90
	1264/4	00	04	14
	1264/7	00	00	52
	1394/2	00	01	40
	1394/3	00	04	26
	1394/4	00	13	90
	1394/5	00	14	29
	1395/1	00	19	02
	1395/2	00	07	33
	1395/3	00	11	03
	1395/4	00	16	94
	1395/5	00	03	16
	1398/1	00	10	89
	1398/3	00	11	95
	1398/4	00	11	76
	1398/5	00	11	65
	1399/1	00	23	50
	1399/2	00	11	16
	1399/3	00	10	33
	1399/4	00	06	20
	1400/1	00	13	31
	1400/2	00	10	35
	1400/5	00	09	52

मंडल/ तेहसिल/ तालुक : बोगोलु	जिला : श्री पोंडि श्रीरामुलु नेल्लूरु	राज्य : आन्ध्र प्रदेश
1) ताल्लूरु	237	00 01 86
	259/1	00 34 97
	259/2	00 32 53
	260/1	00 22 73
2) जक्केपल्ली गुडुर	278/3	02 36 33
	595	00 71 37

1	2	3	4	5
3) बोगोलु	436	04	42	87
	578	01	13	59
	579	00	62	97
	581	00	39	20
	582	00	51	81
	587	00	56	11
	588	00	44	55
	589/2	00	06	44
	590	00	56	72
	591/1	00	32	22
	591/2	00	05	52
	591/3	00	20	15
	592	00	44	08
	593	00	07	16
	594	00	21	77
	618	00	11	67
	620	00	41	64
	631	00	45	06
	632	00	32	39
	635/1	00	46	11
	635/2	00	54	40
	642	00	57	48
	643/1	00	00	87
	643/2	00	68	18
	619/1	00	02	53
	619/2ए	00	15	10
	619/3	00	42	05

मंडल/ तेहसिल/ तालुक : दगदती	जिला : श्री पोडि श्रीरामुलु नेल्लूरु	राज्य : आन्ध्र प्रदेश
1) कोमनेनीपालेम	36	00 10 96
	38	00 80 88
	63	00 49 33
	66	00 29 18
	32/5	00 20 39
	32/6	00 25 05
	33/3	00 24 94
	33/4	00 10 69
	33/5	00 20 34
	37/1	00 08 31
	37/5	00 00 10
	59/1	00 00 36
	59/2	00 07 51
	59/4	00 19 93
	60/3	00 03 49

1	2	3	4	5
1) कोमनेनीपालेम (निरंतर)	60/4	00	23	88
	60/5	00	19	69
	60/6	00	18	34
	61/1	00	12	29
	61/2	00	00	10
	61/4	00	04	31
2) वेलुपोडु इनाम	120	01	77	30
	124	02	87	56
	135	00	23	53
	136	00	54	08
	140	00	26	68
	312	00	48	42
	329	00	03	20
	339	00	58	40
	340	00	37	26
	118/4	00	25	70
	122/1	00	00	10
	139/2	00	01	28
	139/3	00	02	24
	139/5	00	00	18
	139/6	00	42	54
	141/2	00	06	06
	311/7	00	00	37
	313/1	00	00	83
	313/2	00	02	73
	315/1	00	21	31
	315/2	00	00	55
	316/1	00	07	11
	316/2	00	04	04
	316/5	00	04	89
	316/6	00	24	14
	316/7	00	03	73
	316/8	00	00	52
	317/7	00	01	33
	317/8	00	00	30
	318/2	00	04	05
	318/3	00	03	27
	318/5	00	07	92
	318/6	00	07	08
	318/7	00	06	07
	318/11	00	07	16
	328/5	00	22	96

1	2	3	4	5
2) वेलुपोडु इनाम (निरंतर)	328/1	00	03	79
	328/8	00	02	63
	328/9	00	01	89
	328/10	00	20	62
	335/1	00	05	82
	335/2	00	03	44
	335/3	00	04	42
	335/4	00	02	86
	335/5	00	06	81
	335/6	00	27	32
	336/1	00	07	80
	336/2	00	07	79
	336/3	00	08	40
	336/5	00	05	90
	336/6	00	04	06
	336/7	00	04	80
	336/8	00	07	54
	355/1	00	01	04
	355/2	00	18	98
	355/3	00	17	70
	355/4	00	16	69
3) दगदती	30	00	79	66
	31	00	92	23
	32	00	22	72
	33	00	06	68
	34	00	00	33
	53	00	55	68
	60	00	19	84
	83	00	45	54
	84	00	19	77
	86	00	01	99
	93	00	59	37
	96	00	59	67
	97	00	01	15
	104	00	34	05
	गट नंबर 106 में रास्ता	00	05	12
	110	00	73	10
	346	00	13	98
	388	01	62	07
	391	00	35	26
	415	01	13	75
	103/1	00	00	41

1	2	3	4	5
3) दगदगी (निरंतर)	103/4	00	01	63
	105/5	00	28	31
	393/1	00	08	23
4) तुम्गिर्ला	3	00	52	88
	4/1	00	17	40
	4/2	00	37	53
	8	00	38	67
	19	00	05	59
	22	00	00	45
	102/2	00	18	32
	गट नं 102/2 में पैडेस सरप्लस चैनल	00	08	67
	130/2	00	05	45
	164	00	02	66
	165	00	24	22
	168	00	26	59
	170	00	06	05
	178	00	05	24
	180	00	04	73
	182	00	12	05
	183	00	11	86
	184	00	07	38
	185	00	05	54
	186	00	05	67
	187	00	05	96
	188	00	11	43
	गट नंबर 188 में नाला	00	01	44
	229	00	15	36
	259	00	75	59
	262	00	00	10
	264	00	72	71
	267	00	18	70
	274	00	04	74
	309	00	01	80
	9/1	00	32	93
	9/2	00	08	92
	20/1	00	32	83
	59/ए	00	14	12
	59/बी	00	11	88
	59/सी	00	00	10
	169/ए1	00	12	53
	169/ए2	00	02	54
	169/बी1	00	02	22

1	2	3	4	5
4) तुरिमेली (निरंतर)	169/बी2	00	11	24
	171/1	00	28	97
	177/ए1	00	00	29
	177/ए2	00	03	34
	177/बी	00	25	49
	230/1	00	08	62
	230/2	00	33	98
	231/1	00	09	50
	231/2	00	00	81
	232/1	00	10	00
	232/2	00	08	49
	233/2	00	10	20
	263/1	00	32	75
	263/2	00	17	86
	266/1	00	00	96
	266/2	00	01	00
	266/3	00	17	37
	266/4	00	14	07
5) पेदपुलेडु	373	00	40	93
	556	00	06	91
	557	00	03	36
	563	00	55	70
	576	00	32	82
	577	00	11	63
	643	00	05	71
	644	00	07	94
	662	00	36	99
	735	00	05	00
	गट नंबर 746 में कोल्लगन्टा तलाब	00	14	73
	368/1	00	09	40
	369/ए	00	52	07
	369/बी	00	10	13
	369/सी/1	00	03	28
	369/सी/2	00	14	12
	374/सी	00	07	18
	375/बी	00	07	00
	375/सी	00	00	10
	375/डी	00	28	04
	376/3	00	15	98
	376/4	00	02	52
	564/1बी	00	00	28
	575/1	00	09	99

1	2	3	4	5
5) पेदपुन्तेडु (निरंतर)	598/1	00	24	51
	598/2	00	07	34
	598/3	00	05	17
	599/2	00	12	32
	601/2ए	00	07	48
	611/1	00	06	68
	611/2सी	00	10	35
	611/2डी	00	01	68
	612/3	00	05	82
	612/4	00	20	07
	612/5	00	00	92
	613/1	00	07	02
	613/2	00	19	86
	613/3	00	11	08
	613/4	00	00	10
	614/1	00	09	00
	616/2	00	00	74
	616/3	00	15	06
	616/4	00	16	46
	616/5	00	01	41
	617/4	00	05	15
	617/5	00	21	34
	618/5	00	00	11
	659/1	00	20	40
	659/2	00	11	89
	659/3	00	00	10
	660/1	00	02	12
	663/4	00	03	88
	663/5	00	19	98
	663/6	00	10	11
	664/5	00	03	46
	668/1	00	16	32
	680/1	00	20	34
	680/2	00	03	05
	681/4	00	05	15
	681/5	00	20	36
	682/1	00	00	10
	733/1	00	10	10
	733/2	00	01	55
	734/2	00	00	57
	734/3	00	04	38
	734/4	00	15	48

1	2	3	4	5
5) पेदपुलेडु (निरंतर)	734/5	00	09	60
	739/3	00	00	78
	739/4	00	09	82
	739/5	00	14	10
	739/6	00	15	55
	740/1	00	14	98
	740/2	00	14	18
	740/3	00	04	84
	744/1ए	00	11	12
	744/1बी	00	07	83
	744/1सी	00	01	22
	744/1डी	00	00	10
	745/3	00	01	28
	745/4	00	11	40
	746/1बी	00	06	39
	746/1सी	00	13	07
	746/2	00	02	96
6) यलमंचिपाडु	102	00	28	57
	103/1	00	04	37
	103/3	00	02	70
	103/4	00	20	34
	103/6	00	05	39
	103/7	00	01	18
	103/8	00	00	15
	104/3	00	09	07
	104/4	00	11	54
	104/5	00	00	71
	105/1	00	06	45
	105/2	00	10	21
	105/3	00	01	64
	105/6	00	14	23
	107/2	00	00	95
	107/3	00	07	79
	113/1	00	09	53
	113/2	00	18	02
	114/1	00	00	71
	114/2	00	03	44
	114/3	00	05	60
	114/6	00	01	26
	115/1	00	07	80
	116/1	00	07	08
	116/2	00	17	29

1	2	3	4	5
6) यलमचिपाडु (निरंतर)	116/4	00	03	58
	117/2	00	12	45
	117/4	00	03	46
	117/5	00	07	80
	117/6	00	01	06
	129/1	00	01	61
	130/3	00	01	65
	131/1	00	43	07
	131/4	00	01	00
	132/1	00	09	98
	132/2	00	11	99

[फा सं. एल.-14014/57/2009-जी.पी.]

के. के. शर्मा, अवर सचिव

New Delhi, the 30th June, 2011

S. O. 1756.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 2194 dated 31st August, 2010, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying Vijayawada-Nellore-Chennai gas pipeline for transportation of natural gas from on-shore gas processing terminal at Kakinada on East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 22nd December, 2010;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Tehsil/Taluk:Kavali		District: Sri Potti Sriramulu Nellore		State:Andhra Pradesh	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Chalamcherla	526,208 To 218,220,527,538,539,589,612, 02		05	25	
	613 & 614				
	595	00	24	36	
	597	00	69	25	
	598	00	06	20	
	600	00	20	93	
	Pond in Gat No.600	00	18	50	
	838	00	42	32	
	839	00	03	55	
	867	00	45	77	
	868	00	55	68	
	869	00	01	58	
	870	00	05	43	
	599/1	00	08	18	
	599/2C	00	09	27	
	599/2D	00	09	19	
	817/2	00	03	91	
	817/3	00	10	14	
	817/8	00	02	27	
	817/10	00	15	45	
	817/11	00	11	94	
	817/12	00	05	26	
	822/2	00	03	18	
	822/12	00	06	84	
	822/13	00	01	72	
	822/14	00	08	14	
	822/15	00	14	14	
	823/1	00	00	40	
	823/10	00	00	40	
	823/11	00	00	49	
	824/1	00	11	44	
	824/5	00	03	83	
	824/6	00	00	41	
	825/2	00	01	50	
	825/5	00	04	81	
	825/12	00	12	08	
	825/13	00	00	13	
	844/5	00	03	58	

1	2	3	4	5
1) Chalamcherla (Contd)	844/6	00	27	27
	866/A	00	84	99
2) Kothapalli	274	00	73	21
	283	00	06	95
	287	00	11	51
	314/1	00	07	37
	417	00	52	55
	419	00	09	08
	450	00	08	65
	Road in Gat No. 450	00	02	28
	271/6B	00	02	23
	275/4A	00	27	41
	275/4B	00	01	63
	275/7A	00	00	96
	275/7B	00	00	80
	276/2A	00	03	30
	276/2B	00	02	36
	276/2C	00	12	69
	276/2D	00	07	07
	276/2E	00	03	48
	276/2F	00	08	51
	276/2G1	00	02	19
	284/2	00	35	77
	284/3	00	17	39
	285/1	00	82	16
	285/2	00	02	11
	286/5	00	00	10
	289/1A/B	00	06	65
	289/1A/C	00	14	78
	289/A/2	00	17	28
	289/1B2/A	00	01	10
	289/1B2/B	00	09	21
	312/4	00	25	99
	312/5	00	01	22
	312/6C	00	25	68
	314/2/2	00	19	34
	314/2/3	00	02	21
	315/1	00	01	66
	315/4	00	24	68
	315/5	00	13	13
	315/6	00	18	34
	315/7	00	24	08

1	2	3	4	5
2) Kothapalli (Contd)	418/2B	00	04	73
	418/3	00	13	89
	423/1A/2	00	18	02
	423/1A/3	00	03	87
	423/1A/5	00	24	45
	423/2B/1	00	00	10
	433/A/1A	00	38	41
	433/A/1B	00	13	60
	433/A/1C	00	02	96
	433/A/1D	00	00	10
	434/1A	00	02	78
	434/1B	00	02	49
	323/B	01	63	85
	323/A	00	14	94

Mandal/Tehsil/Taluk:Jaladanki	District: Sri Potti Sriramulu Nellore	State:Andhra Pradesh
1) Jaladanki	238	01 17 09
	240	00 61 94
	242	00 12 96
	247	00 00 83
	248	00 42 09
	252	00 29 79
	255	00 52 87
	344	00 52 43
	345	00 09 18
	346/1	00 19 19
	Chinnaravala Gunta in Gat No.349	00 29 44
	350	00 42 39
	357	00 13 25
	367	00 25 03
	372	00 32 63
	373	00 59 46
	374	00 06 40
	890	00 15 69
	891	00 10 71
	925	00 18 44
	926	00 36 07
	928	00 03 96
	931	00 06 45
	933	00 07 59
	935	00 12 91
	936	00 08 19
	937	00 06 86
	940	00 00 36

1	2	3	4	5
1) Jaladanki (Contd)				
941		00	18	18
944		00	09	67
945		00	12	68
946		00	03	04
950		00	02	96
962		00	29	32
968/2		00	09	28
969		00	00	11
1002		00	07	18
1004		00	27	90
1071/1		00	07	89
1071/2		00	17	98
1075		00	10	69
1165		00	01	30
1167		00	08	24
1169		00	03	64
1173		00	04	35
1175		00	04	09
1197/1		00	03	25
1198/2		00	03	86
Road in Gat No.1198/2		00	02	33
1199/1		00	04	99
1202		00	05	17
1233		00	03	61
1259		00	31	43
1268 To 1330		04	23	69
1389		00	12	03
1390		00	46	71
1391		00	58	30
1393		00	52	89
1397		00	12	72
1401		00	26	18
1402		00	03	10
1419		00	00	54
1420		00	33	24
241/1		00	53	97
256/3		00	09	20
256/1		00	33	34
349/P1		00	18	99
356/9		00	23	71
356/10		00	17	27
360/2		00	00	52

1	2	3	4	5
1) Jaladanki (Contd)	370/1	00	33	77
	370/2	00	04	96
	370/3	00	00	10
	370/5	00	01	34
	888/1	00	13	22
	888/2	00	01	00
	929/2	00	21	65
	932/1	00	12	71
	932/2	00	11	73
	968/1/1	00	01	42
	968/1/2	00	04	40
	968/1/5	00	01	47
	968/1/6A	00	02	15
	968/1/6B	00	05	50
	968/1/6C	00	00	70
	976/2	00	26	28
	977/1	00	28	01
	977/2	00	00	70
	978/3A	00	00	10
	978/3B	00	08	21
	978/8B	00	05	28
	978/4C	00	08	92
	989/1	00	12	38
	989/2	00	04	72
	1018/1	00	04	45
	1018/2	00	10	50
	1018/3	00	08	81
	1073/1	00	26	21
	1073/2	00	01	46
	1164/1/1	00	08	70
	1164/1/2	00	09	30
	1164/2/1	00	06	50
	1164/2/2	00	08	29
	1171/1A	00	10	90
	1171/1B	00	00	10
	1171/2A	00	18	73
	1171/2B	00	00	11
	1199/2/3	00	15	59
	1203/3	00	07	01
	1204/1A	00	07	44
	1204/1C	00	17	28
	1204/1D	00	00	67

1	2	3	4	5
1) Jaladanki (Contd)	1204/1E	00	23	66
	1204/2	00	16	27
	1217/1	00	02	56
	1217/2	00	18	83
	1218/1	00	06	26
	1235/1	00	01	65
	1236/4	00	00	18
	1236/5	00	07	00
	1258/4	00	06	02
	1258/5	00	11	15
	1258/6	00	09	94
	1258/7	00	22	96
	1264/2	00	22	10
	1264/3	00	14	90
	1264/4	00	04	14
	1264/7	00	00	52
	1394/2	00	01	40
	1394/3	00	04	26
	1394/4	00	13	90
	1394/5	00	14	29
	1395/1	00	19	02
	1395/2	00	07	33
	1395/3	00	11	03
	1395/4	00	16	94
	1395/5	00	03	16
	1398/1	00	10	89
	1398/3	00	11	95
	1398/4	00	11	76
	1398/5	00	11	65
	1399/1	00	23	50
	1399/2	00	11	16
	1399/3	00	10	33
	1399/4	00	06	20
	1400/1	00	13	31
	1400/2	00	10	35
	1400/5	00	09	52
Mandal/Tehsil/Taluk: Bogole District: Sri Potti Sriramulu Nellore State: Andhra Pradesh				
1) Talluru	237	00	01	86
	259/1	00	34	97
	259/2	00	32	53
	260/1	00	22	73
2) Zakkepalle Gudur	278/3	02	36	33
	595	00	71	37

1	2	3	4	5
3) Bogole	436	04	42	87
	578	01	13	59
	579	00	62	97
	581	00	39	20
	582	00	51	81
	587	00	56	11
	588	00	44	55
	589/2	00	06	44
	590	00	56	72
	591/1	00	32	22
	591/2	00	05	52
	591/3	00	20	15
	592	00	44	08
	593	00	07	16
	594	00	21	77
	618	00	11	67
	620	00	41	64
	631	00	45	06
	632	00	32	39
	635/1	00	46	11
	635/2	00	54	40
	642	00	57	48
	643/1	00	00	87
	643/2	00	68	18
	619/1	00	02	53
	619/2A	00	15	10
	619/3	00	42	05

Mandal/Tehsil/Taluk:Dagadathi	District: Sri Potti Sriramulu Nellore	State:Andhra Pradesh
1) Komnenipalem	36	00 10 96
	38	00 80 88
	63	00 49 33
	66	00 29 18
	32/5	00 20 39
	32/6	00 25 05
	33/3	00 24 94
	33/4	00 10 69
	33/5	00 20 34
	37/1	00 08 31
	37/5	00 00 10
	59/1	00 00 36
	59/2	00 07 51
	59/4	00 19 93
	60/3	00 03 49

1	2	3	4	5
1) Komnenipalem (Contd)	60/4	00	23	88
	60/5	00	19	69
	60/6	00	18	34
	61/1	00	12	29
	61/2	00	00	10
	61/4	00	04	31
2) Velupodu Inam	120	01	77	30
	124	02	87	56
	135	00	23	53
	136	00	54	08
	140	00	26	68
	312	00	48	42
	329	00	03	20
	339	00	58	40
	340	00	37	26
	118/4	00	25	70
	122/1	00	00	10
	139/2	00	01	28
	139/3	00	02	24
	139/5	00	00	18
	139/6	00	42	54
	141/2	00	06	06
	311/7	00	00	37
	313/1	00	00	83
	313/2	00	02	73
	315/1	00	21	31
	315/2	00	00	55
	316/1	00	07	11
	316/2	00	04	04
	316/5	00	04	89
	316/6	00	24	14
	316/7	00	03	73
	316/8	00	00	52
	317/7	00	01	33
	317/8	00	00	30
	318/2	00	04	05
	318/3	00	03	27
	318/5	00	07	92
	318/6	00	07	08
	318/7	00	06	07
	318/11	00	07	16
	328/5	00	22	96

1	2	3	4	5
2) Velupodu Inam (Contd)	328/1	00	03	79
	328/8	00	02	63
	328/9	00	01	89
	328/10	00	20	62
	335/1	00	05	82
	335/2	00	03	44
	335/3	00	04	42
	335/4	00	02	86
	335/5	00	06	81
	335/6	00	27	32
	336/1	00	07	80
	336/2	00	07	79
	336/3	00	08	40
	336/5	00	05	90
	336/6	00	04	06
	336/7	00	04	80
	336/8	00	07	54
	355/1	00	01	04
	355/2	00	18	98
	355/3	00	17	70
	355/4	00	16	69
3) Dagadarthi	30	00	79	66
	31	00	92	23
	32	00	22	72
	33	00	06	68
	34	00	00	33
	53	00	55	68
	60	00	19	84
	83	00	45	54
	84	00	19	77
	86	00	01	99
	93	00	59	37
	96	00	59	67
	97	00	01	15
	104	00	34	05
	Cart Track in Gat No.106	00	05	12
	110	00	73	10
	346	00	13	98
	388	01	62	07
	391	00	35	26
	415	01	13	75
	103/1	00	00	41

1	2	3	4	5
3) Dagadathi (Contd)	103/4	00	01	63
	105/5	00	28	31
	393/1	00	08	23
4) Turimerla	3	00	52	88
	4/1	00	17	40
	4/2	00	37	53
	8	00	38	67
	19	00	05	59
	22	00	00	45
	102/2	00	18	32
	Paideru Surplus Channel in Gat No.102/2	00	08	67
	130/2	00	05	45
	164	00	02	66
	165	00	24	22
	168	00	26	59
	170	00	06	05
	178	00	05	24
	180	00	04	73
	182	00	12	05
	183	00	11	86
	184	00	07	38
	185	00	05	54
	186	00	05	67
	187	00	05	96
	188	00	11	43
	Nala in Gat No.188	00	01	44
	229	00	15	36
	259	00	75	59
	262	00	00	10
	264	00	72	71
	267	00	18	70
	274	00	04	74
	309	00	01	80
	9/1	00	32	93
	9/2	00	08	92
	20/1	00	32	83
	59/A	00	14	12
	59/B	00	11	88
	59/C	00	00	10
	169/A1	00	12	53
	169/A2	00	02	54
	169/B1	00	02	22

1	2	3	4	5
4) Turimerla (Contd)	169/B2	00	11	24
	171/1	00	28	97
	177/A1	00	00	29
	177/A2	00	03	34
	177/B	00	25	49
	230/1	00	08	62
	230/2	00	33	98
	231/1	00	09	50
	231/2	00	00	81
	232/1	00	10	00
	232/2	00	08	49
	233/2	00	10	20
	263/1	00	32	75
	263/2	00	17	86
	266/1	00	00	96
	266/2	00	01	00
	266/3	00	17	37
	266/4	00	14	07
5) Pedaputhedu	373	00	40	93
	556	00	06	91
	557	00	03	36
	563	00	55	70
	576	00	32	82
	577	00	11	63
	643	00	05	71
	644	00	07	94
	662	00	36	99
	735	00	05	00
	Kottagunta Pond in Gat No.746	00	14	73
	368/1	00	09	40
	369/A	00	52	07
	369/B	00	10	13
	369/C/1	00	03	28
	369/C2	00	14	12
	374/C	00	07	18
	375/B	00	07	00
	375/C	00	00	10
	375/D	00	28	04
	376/3	00	15	98
	376/4	00	02	52
	564/1B	00	00	28
	575/1	00	09	99

1	2	3	4	5
5) Pedaputhedu (Contd)	598/1	00	24	51
	598/2	00	07	34
	598/3	00	05	17
	599/2	00	12	32
	601/2A	00	07	48
	611/1	00	06	68
	611/2C	00	10	35
	611/2D	00	01	68
	612/3	00	05	82
	612/4	00	20	07
	612/5	00	00	92
	613/1	00	07	02
	613/2	00	19	86
	613/3	00	11	08
	613/4	00	00	10
	614/1	00	09	00
	616/2	00	00	74
	616/3	00	15	06
	616/4	00	16	46
	616/5	00	01	41
	617/4	00	05	15
	617/5	00	21	34
	618/5	00	00	11
	659/1	00	20	40
	659/2	00	11	89
	659/3	00	00	10
	660/1	00	02	12
	663/4	00	03	88
	663/5	00	19	98
	663/6	00	10	11
	664/5	00	03	46
	668/1	00	16	32
	680/1	00	20	34
	680/2	00	03	05
	681/4	00	05	15
	681/5	00	20	36
	682/1	00	00	10
	733/1	00	10	10
	733/2	00	01	55
	734/2	00	00	57
	734/3	00	04	38
	734/4	00	15	48

1	2	3	4	5
5) Pedaputhedu (Contd)	734/5	00	09	60
	739/3	00	00	78
	739/4	00	09	82
	739/5	00	14	10
	739/6	00	15	55
	740/1	00	14	98
	740/2	00	14	18
	740/3	00	04	84
	744/1A	00	11	12
	744/1B	00	07	83
	744/1C	00	01	22
	744/1D	00	00	10
	745/3	00	01	28
	745/4	00	11	40
	746/1B	00	06	39
	746/1C	00	13	07
	746/2	00	02	96
6) Elamanchipadu	102	00	28	57
	103/1	00	04	37
	103/3	00	02	70
	103/4	00	20	34
	103/6	00	05	39
	103/7	00	01	18
	103/8	00	00	15
	104/3	00	09	07
	104/4	00	11	54
	104/5	00	00	71
	105/1	00	06	45
	105/2	00	10	21
	105/3	00	01	64
	105/6	00	14	23
	107/2	00	00	95
	107/3	00	07	79
	113/1	00	09	53
	113/2	00	18	02
	114/1	00	00	71
	114/2	00	03	44
	114/3	00	05	60
	114/6	00	01	26
	115/1	00	07	80
	116/1	00	07	08
	116/2	00	17	29
6) Elamanchipadu (Contd)	116/4	00	03	58
	117/2	00	12	45
	117/4	00	03	46
	117/5	00	07	80
	117/6	00	01	06
	129/1	00	01	61
	130/3	00	01	65
	131/1	00	43	07
	131/4	00	01	00
	132/1	00	09	98
	132/2	00	11	99

F. No. L-14014/57/2009-G.P.]
K. K. SHARMA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 11 मई, 2011

का. आ. 1757.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी.एम.पी.डी. आई.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं. 2 के पंचाट (संदर्भ संख्या 136/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2011 को प्राप्त हुआ था।

[सं. एल-20012/345/1996-आई आर (सी-1)]
डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 11th May, 2011

S.O. 1757.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 136/1997) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad, now as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. C.M.P.D.I.L., and their workman, which was received by the Central Government on 11-5-2011.

[No. L-20012/345/1996-IR (C-I)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
NO. 2, AT DHANBAD**

PRESENT : Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947

Reference No. 136 of 1997**PARTIES:**

Employers in relation to the
management of C.M.P.D.I.L.,
Koyala Bhawan, Koyalnagar,
Dhanbad

APPEARANCES:

On behalf of the : Shri Durga Sharma, the
workmen concerned workman

On behalf of the : Mr. S.C. Mallick, Advocate
employers

STATE : Jharkhand**INDUSTRY :** Coal Mines Planning and Designing

Dhanbad, the 25th April, 2011

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/345/96-IR (Coal-I), dated, the 25th Nov., 1997:

SCHEDULE

"Whether the claim of the Union that S/Sh. Durga Sharma and Sanjay Vishwakarma were engaged by the management of CMPDIL and are eligible for regularization is justified? If so, to what relief are these persons entitled?"

2. The case of the sponsoring Union is that workmen Durga Sharma and Sanjay Vishwakarma were engaged as Carpenter and Carpenter Helper respectively by the management of Regional Institute-II of CMPDIL from 1992 to 1994 continuously. They put their attendances for more than 240 days in each calendar year as mentioned above, though their attendances in 1994 was 270 days. The management supplied the materials as per valid letters issued by it as well as their gate pass for their working. They worked to the satisfaction of the management during the aforesaid period, in which there was no carpenter and carpenter Helper even till that day on the permanent roll of the management. In view of their continuous engagement for the said three years in the permanent/perennial nature of the aforesaid work, on their demand for regularizations, the management mala fide but arbitrarily stopped them from working without rhyme or reason. After illegal stoppage from work their request as well as all the efforts of the Union of the management for regularisation of their employment went in vain, just as their conciliation proceeding failed before the conciliation machinery. Hence, the present reference case for adjudication. So their sudden stoppage from working by the management was illegal, arbitrary and unjustified, as their work was of permanent nature and exclusive for them. As such their regularisation from appropriate due date in past as per provision of the Certified Standing Order of the management concerning the workmen was claimed.

3. Further case of the Union/Workmen in rejoinder is that the workmen were given materials from the stores of the management for doing repair works of all types of furniture, windows, doors, wooden covers of refrigerator and small machines during the said period as per the valid papers of the management personnel for collecting the materials. They were deployed to do such works in RI-II of C.M.P.D.I. Ltd. building of 8th floors in the boundary of Koyala Bhawan Complex of M/s. BCCL, in Guest House and the quarters thereof. The payment for their work was made by the management though at much lower rate contrary to NCWA. Since their work was directly under the

supervision of RI-II of the management, so the employer-employee relationship existed, between both the parties during the said period. The Union National Coal Workers Congress is registered Trade Union under registration No. 2741 affiliated to All India organisation i.e. National Front of Indian Trade Unions through India Federation of Miners Union No. NFIT/726, hence it has a right to raise the dispute as he had already raised many such industrial dispute earlier and the workmen like others were its members since long. The workmen were never employed by M/s. Laxmi Furniture works. Moreover, many public sector management do not follow the rules of selection etc. for deploying workmen in the work of permanent nature, rather they employ such unfair tactics of exploit the workers by paying lesser wages. After their stoppage from the work, the management directly has been getting such work done by carpenters with their helpers in large number by engaging them from outside on weekly, fortnightly or on monthly basis with a view to weaken their case. Since they worked against permanent nature of works and against permanent vacancies for the post of carpenters and the helpers, so they cannot be treated to be engaged for doing casual or intermittent nature of work through intermediary to attract the Contract Labour (Regulation & Abolition) Act, 1970 in this case, hence they are entitled to the aforesaid relief.

4. Whereas the case of the management with specific denial to the aforesaid allegations as alleged by the sponsoring Union is that the sponsoring Union has no locus standi to raise the industrial dispute, as none of the workmen is its members. The management had awarded a contract to M/s. Laxmi Furniture Works, Bartand Jaiprakash Road, Dhanbad, for repair of furniture, doors and windows etc. in the years 1992, 1993 and 1994. The workmen being the employees thereof were deputed to work for the repairing for 20, 15, and 107 days in the years 1992 to 1994 only respectively, thus their total working days came to 140 days only during the aforesaid years. M/s. Laxmi Furniture Works submitted the bills to the management for payment of wages to both the workmen for their work done on daily rated payment basis, and the bills were paid to the contractor by vouchers as per their entries in the Cash Book for the said period. The vouchers and the Cash Books clearly showed the workmen as the employees of the aforesaid contractor for the said period. M/s. BCCL maintains the quarters allotted to its employees by engaging its own employees and contractors and they charge the amount from the company and the payment for maintenance is made to the M/s. BCCL. The contractor under special circumstances was engaged for carpentry jobs and the contractor deputed its employees for doing so on some occasion. Accordingly the concerned workmen had worked as the employee of the aforesaid contractor during the aforesaid year, for which they received their payment on monthly basis from the contractor who had

employed them on its roll and deployed them on regular job at the premises of different parties or its own workshop. The concerned persons were neither selected nor recruited by the management, so they cannot be employees of the management. They were also not paid wages directly by the company, rather they received the wages monthly or weekly from their aforesaid contractor who raised the bills from different companies including M/s. CMPDIL for the days the contractor deputed them outside the premises of the factory.

5. Further the management has pleaded that neither the management had any power to control over the concerned persons nor the disciplinary action could be taken against them. The concerned persons representing their employers worked in the house for repair under the contract and after its completion the residents of the quarters certified their work, then the bills were paid to the aforesaid contractor. There was no job for repair after 1994, as the entire job of repairing was done by M/s. BCCL and the payment is made to M/s. BCCL on the basis of demand made by them on annual budget basis, so they cannot be described as workmen of the company, as there was no regular work available for them and accordingly the question of their regularisation on non-existing post does not arise. As such the demand of the Union being baseless is quite for rejection.

The management in its rejoinder has pleaded that the persons concerned were issued temporary gate pass on the request of their aforesaid contractor for repairing works. They brought all the equipments, instruments and other machineries to perform the repairing work in the houses and the materials required to be used in making the furniture, or fittings or fixtures were provided by their contractor on payment basis by the management to their contractor who obtained the materials. They realised their wages from their contractor, who realised it from the management as per agreed rate per capita for the number of days they were deputed for it. As such the workman are not entitled to any relief, as sought.

6. FINDING WITH REASONS

In the instant case admitted facts are as under :

- (i) The workmen used to take up all repair works of wooden furniture etc. during the period of their work.
- (ii) They used to get daily wages @ Rs. 50 to Rs. 60 for Carpenter and Rs. 30 to 40 for helper. They used to draw wages by signing vouchers.

7. On the perusal of the materials available on the case record I find that WW-I Durga Sharma on behalf of himself and one other workmen has stated that he along with other workmen used to take up all the repair work of Guest House and Club, being attached to CMPDI RI-II in

the Campus of Koyala Bhawan, which is 8 storeyed building as the management have no permanent carpenter helper for the repair of Door, Windows and Furniture. According to him they worked under the Civil Engineer of the management, hence under the management continuously and the management used to supply materials for their job. But they were stopped to perform their job as per Order of the management. The workman has admitted not to have possessed any paper to show that they worked under the management and they were not called for by the management to take up the work of Carpenters from Employment Exchange though he got the order of permission from the management to carry on the work of Carpenter and accordingly, he got Gate Pass and other orders for performance of the work. He has submitted all the photo copies of the document of the management which were marked as 'X' for identification. He has proved the receipts of visiting slips as Ext. W-1 series (112 visiting slips) and the copies of his petitions under his signatures as Exts. W-2 series (5 petitions) which were written to the Civil Engineer which relate to permission for getting their Gate Pass for their work. The receipts (Ext. W-1 to W-1/2 series) were issued by Security Officer of Koyala Bhawan. He acknowledged that the Head Quarters of BCCL is protected area and the Gate Passes are issued to the outsiders for entry. He denied their continuous work for more than 240 days in a year under the management and their claim for employment thereunder is baseless.

8. Whereas MW-1 Rajkishore Pd. Sah, Finance Manager, CMPDIL, Dhanbad has stated to have engaged Carpenters absolutely on casual basis twice or thrice in a year for proper maintenance, windows, doors, wooden structures of their offices; the nature of job was absolutely temporary and they used to pay wages to the Contractor for the said temporary job through vouchers as per rates and in view of the bills submitted by him. He has proved the bill and vouchers as Exts. M-1 and M-2 series respectively. The Bills were submitted by Durga Sharma workman for the work done, were sanctioned in the name of Laxmi Furniture. According to this witness of the management, he used to supply woods to the workmen for repair but the workman was not a permanent employee of the management. So the claim of the workmen was false and unacceptable. Besides that, they do not have any affiliated union in the name and style of National Coal Workers Congress. The workman was paid the Bills for the work done as Carpenter before March, June, August, September and October, 1994.

Ext. M-1 is the original bills submitted under the signature dated 8-3-94 of workman Durga Sharma (WW-1) in the name of Laxmi Furniture Works for Rs. 1,610 for the work done which was paid accordingly to the Laxmi Furniture by Voucher No. 162 dated 15-4-94 (Ext. M-2) just as Bills (Ext. W-1 series) were paid by Vouchers (Ext. M-2)

series to Laxmi Furniture Works. All it clearly prove that the bills were submitted by the workmen under their signature regularly for their work done in the name of Laxmi Furniture (the Contractor) to whom payments were made through vouchers intermittently.

9. Mr. S.C. Mallick, Ld. Advocate for the management relying upon the authorities (2001—07) SCC-1 (CB), Steel Authority of India Ltd. and others versus National Union Water Front Union and others and (2001-4) SCC 1(CB) Secretary, State of Karnataka and others versus Uma Devi (3) and others as held therein, has submitted that engagement of Contract Labour in connection with the work entrusted to him by the principal employer does not culminate any emergence of Master and Servant relationship between the employer and the contract Labour..... where a workman is hired through a contractor Master and Servant relationship exist but where a workman is hired in or in connection with the work of establishment to produce given result or the contractor supplies workmen for any work of the establishment unless the contract is a mere camouflage, the workman cannot be treated as an employee of the principal employer and that the contractual appointment comes to an end at the end of the contract, an appointment on daily wages on casual basis comes to an end when it is discontinued, so, no employees so appointed can claim to be made permanent on the expiry of their appointment. On the other hand though one workman Durga Sharma himself appeared and filed a copy of the Gazette of India, May 31, 2003 related to Reference No. 1/2003, Employers in relation to the management of M/s. C.M.P.D.I.L. versus Their workman in which the workmen were regularised, as per Award passed by the Central Government Industrial Tribunal, Asansol.

10. On the consideration of the aforesaid Hon'ble Apex Court's authority and the copy of the Gazette of India May, 31, 2003 concerning the Award as published therein in Reference No. 1/2003, I find that in the aforesaid Award, the relationship of the employer and employee between the workmen and the management had existed but in the present case, such relationship of Master and Servant between both the parties in view of the admitted facts as earlier discussed does not exist at all. Moreover, the sponsoring Union has failed to prove their continuous working for requisite period for their claim and the payment of their wages to the workman directly by the management has also been unproved. Whereas the argument of the Ld. Advocate Mr. S.C. Mallick appears to be plausible and convincing. Under these circumstances, I find and hold that the claim of the Union for the regularisation of the workmen as eligible on account of their engagement is wholly unjustified. So the workmen namely, Durga Sharma and Sanjay Viswakarma are not entitled to any relief.

KISHORI RAM, Presiding Officer

नई दिल्ली, 3 जून, 2011

का. आ. 1758.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 81/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2011 को प्राप्त हुआ था।

[सं. एल-12012/167/2008-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 3rd June, 2011

S.O. 1758.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 81/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workman, received by the Central Government on 3-6-2011.

[No. L-12012/167/2008-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 31st May, 2011

Present : A. N. Janardanan, Presiding Officer

Industrial Dispute No. 81/2009

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of State Bank of India and their workman].

BETWEEN:

The General Secretary, : I Party/Petitioner
State Bank of India
Ambedkar Trade Union,
No. 635, Ranaiaimaiyar Street,
Periyar Nagar,
Chennai – 600 039

AND

The Chief General Manager, : II Party/
State Bank of India, Management
Local Head Office,
Chennai – 600 006

APPEARANCES:

For the Petitioner : M/s. Balan Haridas, Advocate,

For the Management : Sri V. R. Gapalrathnam, Advocate

AWARD

The Central Government, Ministry of Labour and Employment vide Order No. L-12012/167/2008-IR (B-I) dated 27-8-2009 referred the following industrial dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the State Bank of India in imposing the punishment of “bringing down to lower stage in the scale of pay for two stages for two years” and holding that the period of discharge i.e. from 1-11-2000 to 27-11-2007 be treated as ‘not in service’ for all instances in respect of Sri. P. Palaniappan is justified ? If not, to what relief the workman concerned is entitled ?”

2. After the receipt of industrial dispute, this Tribunal has numbered it as ID 81/2009 and issued notices to both sides. Both sides entered appearance through their Advocates and filed Claim and Counter statements as the case may be.

3. The contentions in the Claim Statement briefly read as follows :

The workman a member of the Petitioner Union, who entered the service of the respondent on 1-7-1978 as a sub-staff was charge sheeted on 9-7-1999 with seven allegations such as fraudulent encashment of bankers cheque for Rs. 10,505 relating to Smt. Lakshmi and a sum of Rs. 5,511 of one Sri A. Arumugam, which allegations he denied in his explanation dated 3-8-1999. In the domestic enquiry held, there was no evidence against the workman to prove the charges. Charges 1, 3, 4, 5 and 6 were not proved and 2 was held proved with no finding regarding charge No. 7 at all. Charges 1 to 3 being intertwined charge 2 should not have been held proved. Hence, finding is perverse. Disciplinary Authority without hearing the workman dissented and held charges 1, 3, 4, 5 and 6 as proved. Punishment of discharge was proposed and workman was given a hearing. On 31-10-2000 he was discharged with superannuation benefits without disqualification from future employment. In WP No. 19038/2001 High Court on 29-1-2007 set aside the order and remitted the matter for fresh orders. The Disciplinary Authority again by order dated 18-4-2007 differed from the findings of the Enquiry Officer without giving opportunity to him. Again on 5-5-2007 punishment of discharge with super annuation benefits was proposed which was imposed

on 10-5-2007. Again on 27-11-2007 holding charge No. 2 alone to have been proved ordered his reinstatement and imposed the impugned punishment. The workman then joined duty. There was no legal evidence to prove the charge. He will get reduced wages for 2 years and his other attendant benefits from 1-11-2000 to 27-11-2007 will be denied. He was not gainfully employed after the discharge. Punishment is harsh and grossly disproportionate. It is to be interfered with.

4. Bereft of unnecessary details allegations in the counter statement are as follows :

Alleged of misconduct, workman was charged with seven allegations such as (a) stealthily taking token No. 75 on the banker's cheque for Rs. 10,505 and retained it, (b) disowned knowledge of name of Lakshmi as beneficiary of cheque for Rs. 10,505 after introducing her on 1-8-1996 to Deputy Manager (c) identifying Lakshmi on 1-8-1996 to Assistant Accounts and taking token and thereafter disowned knowledge about her, (d) involving in fraudulent encashment of the cheque, forging signature of Lakshmi by him and fraudulently obtaining Rs. 10505, (e) on 17-8-1996 collected token No. 72 instead of paying to the payee Rs. 5,511 and obtained payment fraudulently, (f) obtained attestation from Deputy Manager on 17-8-1996 on the forged signature of Sri A. Arumugam on cheque for Rs. 5,511 without producing the payee for obtaining money fraudulently and (g) forging signature of Sri. A. Arumugam on cheque for Rs. 5,511 for encashment. It is denied that charge No. 2 was not proved.

There is no violation of principles of natural justice. He has not suffered any prejudice. It is denied that punishment has been imposed without any reason just to deny benefits to the employee. Charge No. 2 is exclusive and not inter connected with other charges. Punishment is commensurate with the gravity of the misconduct. Denial of the wages for the period he was out of service on account of his fault is correct as he has not worked for the period. The petition is to be dismissed.

5. The points for consideration are : (1) whether the punishment of bringing down to lower stage in scale of pay for two stages for two years and holding that the period of discharge i.e., 1-11-2000 to 27-11-2007 be treated as not in service for all instances justified ? If not, to what relief he is entitled ?

6. Evidence consists of Ex. W1 to W19 on the petitioner side and Ex. M1 and M2 on the respondent side, all marked on consent with no oral evidence adduced on either side.

Points (i) and (ii)

7. Heard both sides. Perused records and documents. The learned counsel for the petitioner mainly contended that there is gross violation of principles of natural justice by denying opportunity to the workman to be heard regarding the charges as well as regarding the quantum of punishment by the Disciplinary Authority. A sub-staff has no roll in passing a cheque or identifying a customer whose duty is only work of menial nature. Bank wanted to deny back wages to him. There is element of double jeopardy in their part of punishment. The workman has been made a scape-goat. There cannot be denial of back wages to the workman.

8. The learned counsel for the respondent keenly argued in support of the allegations in his pleadings. He pointed out that the mistake committed by the Disciplinary Authority in not hearing the workman has been set right by the High Court, by which time the workman came to know about disagreement of the Disciplinary Authority from that of the Enquiry Officer. Section 11A of the ID Act is not applicable to the facts of the present dispute.

9. Violation of principles of natural justice is not a concept to be inferred readily. Whether or not a given workman has suffered or has been prejudiced due to the omission or violation of the accepted norms is the true test for the applicability of the doctrine of natural justice. Discernibly there is element of double jeopardy in the punishment imposed while the discharge stood set aside the impact of such punishment viz.; denial of attendant benefits during the period of discharge also is to be removed in fairness, equity and good conscience, which is not done. Warranting interference with the punishment for that reason. The supervention of double jeopardy is discernibly a matter which goes against the basic or fundamental principles of law and punishments. Therefore to remove the illegality attached to the punishment the same requires to be modified by retaining only the punishment to bringing down to lower stage in the scale of pay for two stages for 2 years and delating the part of punishment that the period of discharge i.e. from 1-11-2000 to 27-11-2007 be treated not in service for all instances in respect of Sri. P. Palainiappan. So ordered. The petitioner is given a relief to that extent.

10. The reference is disposed of accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 31st May, 2011).

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner	:	None
For the 2nd Party/Management	:	None

Documents Marked :

नई दिल्ली, 6 जून, 2011

On the petitioner's side

Ex. No.	Date	Description
Ex. W1	7-7-1999	Charge Sheet
Ex. W2	3-8-1999	Reply to Charge Sheet
Ex. W3	—	Enquiry Proceedings
Ex. W4	9-6-2000	Defence brief
Ex. W5	—	Findings of the Enquiry Officer
Ex. W6	10-10-2000	Personal hearing notice along with proposed punishment
Ex. W7	28-10-2000	Reply to the Second Show Cause Notice
Ex. W8	31-10-2000	Order of the Disciplinary Authority
Ex. W9	6-8-2001	Representation of the petitioner
Ex. W10	29-1-2007	Order of the Hon'ble High Court in WP 19038 of 2001
Ex. W11	18-4-2007	Letter of the Disciplinary Authority along with findings
Ex. W12	26-4-2007	Reply to the findings by the petitioner
Ex. W13	5-5-2007	Second Show Cause Notice along with proposed punishment
Ex. W14	10-5-2007	Personal hearing proceedings and written submission of the petitioner
Ex. W15	10-5-2007	Order of the Disciplinary Authority
Ex. W16	24-5-2007	Appeal filed by the petitioner
Ex. W17	25-6-2007	Personal hearing before the Appellate Authority
Ex. W18	27-11-2007	Order of the Appellate Authority
Ex. W19	—	Exhibits which were marked before the Departmental Enquiry (Ex. 1 to 9) serial

On the Management's side

Ex. No.	Date	Description
Ex. M1	—	Minutes of Inquiry Proceedings
Ex. M2	—	Copies of Exhibits

का. आ. 1759.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 31/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1759.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 31/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Friday, the 25th day of March, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of Case LCID No. 31 of 2009/PLAC 40/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Pulipaka Banaiah, (EC No. 0985713), S/o P. Bondyalu,
Worked as Coal Filler at KTK-5 Incline,
Singareni Collieries Company Limited,
Bhupalpalli, Warangal Distt.

... Petitioner

AND

**1. The Singareni Collieries Company Limited,
Rep. by its General Manager,
Bhupalpalli, Warangal Distt.**

2. The Superintendent of Mines,
Singareni Collieries Company Ltd.,
KTK-5 Incline, Bhupalpalli,
Warangal Distt.

... Respondents

This case is coming up before the Lok Adalat on 25-3-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri P.A.V.V.S. Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

**AWARD UNDER SECTION 21 OF THE L.S.A.
ACT, 1987**

The petitioner had agreed to the following proposals of the Management to appoint him as fresh Badli Coal Filler, as the petitioner had put in 100 musters in the two years of the preceding 5 years of dismissal and raised the dispute within three years from the date of dismissal from service. The following contents are read over and explained to the petitioner in his language and agreed by him by signing the same :

- (a) The petitioner workman agreed to treat his appointment as fresh appointment as Badli Coal Filler without back wages and continuity of service, subject to medical fitness by Company Medical Board.
- (b) Irrespective of past designations, petitioner workman agreed to the appointment as Badli Coal Filler afresh on Coal filling, wherever coal filling is available and need not be the same place where the workman was last employed.
- (c) The petitioner workman agreed for observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any shortfall of attendance during the 3 months period, his services will be terminated without any further notice and enquiry.
- (d) Respondent Management agreed that any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (e) All other usual terms and conditions of appointment will be applicable i.e., transfer,

hours of work, day of rest, holidays etc., for
appointment a fresh.

This LCID is disposed of accordingly. The respondent management is directed to take him back to duty as Badli Coal Filler afresh wherever coal filling is available.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the Members of this Lok Adalat Bench.

Sd/- Sd/-
Signature of Applicant(s) Signature of Respondent(s)

Sd/-
Signature of Counsel for Applicant(s)

Sd/-
Signature of Counsel for Respondent(s)

1. Sd/- 2. Sd/- 3. Sd/-

Signature of Presiding Officer & Members of the Bench

T. PATTABIRAMA RAO, Presiding Officer

Note : This award is final and binding on all the parties and no appeal shall lie to any Court as per Section 21(2) of LSA, Act, 1987.

नई दिल्ली, 6 जून, 2011

क़. अ. 1760.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध निोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 27/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-11)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1760.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 27/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

Note : This award is final and binding on all the parties and no appeal shall lie to any court as per Section 21(2) of LSA, Act, 1987.

नई दिल्ली, 6 जून, 2011

का. आ. 1761.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 84/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1761.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 84/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]

D.S.S. SRINIVASARAO, Desk Officer

ANNEXURE**IN THE LOK ADALAT**

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad Under Section 20 of the Legal Services Authorities Act, 1987)

Friday, the 25th day of February, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of Case LCID No. 84 of 2007/PLAC 35/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Bathula Ramesh (EC No. 2909836),
S/o Narsaiah, Ex. Badli Filler, IK-1A Incline,
Singareni Collieries Company Limited,
Srirampur (P) Area, Srirampur,
Adilabad Distt.

... Petitioner

AND

1. The Singareni Collieries Company Limited,
Rep. by its General Manager,
IK & CHNR Mines, Srirampur Area, Srirampur,
Adilabad Distt.
 2. The Superintendent of Mines,
IK-1A Incline,
Singareni Collieries Company Ltd.,
Srirampur (P) Area, Srirampur,
Adilabad Distt.
- ... Respondents

This case is coming up before the Lok Adalat on 25-2-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri P.A.V.V.S. Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

**AWARD UNDER SECTION 21 OF THE L.S.A.
ACT, 1987**

The petitioner had agreed to the following proposals of the Management to appoint him as fresh Badli Coal Filler, as the petitioner had put in 100 musters in the two years of the preceding 5 years of dismissal and raised the dispute within three years from the date of dismissal from service. The following contents are read over and explained to the petitioner in his language and agreed by him by signing the same :

- (a) The petitioner workman agreed to treat his appointment as fresh appointment as Badli Coal Filler without back wages and continuity of service, subject to medical fitness by Company Medical Board.
- (b) Irrespective of past designations, petitioner workman agrees to the appointment as Badli Coal Filler afresh on Coal filling, wherever coal filling is available and need not be the same place where the workman was last employed.
- (c) The petitioner workman agreed for observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any shortfall of attendance during the 3 months period, his services will be terminated without any further notice and enquiry.
- (d) Respondent Management agreed that any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.

- (e) All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, day of rest, holidays etc., for appointment afresh.

This LCID is disposed of accordingly. The respondent management is directed to take him back to duty as Badli Coal Filler afresh wherever coal filling is available.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the Members of this Lok Adalat Bench.

Sd/- Signature of Applicant(s) Sd/- Signature of Respondent(s)

Sd/- Signature of Counsel for Applicant(s)

Sd/- Signature of Counsel for Respondent(s)

1. Sd/- 2. Sd/- 3. Sd/-

Signature of Presiding Officer & Members of the Bench

T. PATTABI RAMA RAO, Presiding Officer

Note : This award is final and binding on all the parties and no appeal shall lie to any court as per Section 21(2) of LSA Act, 1987.

नई दिल्ली, 6 जून, 2011

का. आ. 1762.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 47/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1762.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 47/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR(C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad Under Section 20 of the Legal Services Authorities Act, 1987)

Friday, the 25th day of February, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of Case LCID No. 47 of 2007/PLAC 30/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Boda Vijaya Prabhakar (EC No. 2906888),
S/o Rajaiah, Ex-Badli Coal Filler, SRP-1 Incline,
Singareni Collieries Company Limited,
Srirampur, Adilabad Distt. ... Petitioner

AND

1. The Singareni Collieries Company Limited,
Rep. by its Director (PA & W), Kothagudem,
Khammam District
2. The General Manager, Srirampur Area,
Singareni Collieries Company Ltd.,
Adilabad Distt.
3. The Colliery Manager,
SRP-1 Incline, Singareni Collieries
Company Ltd., Godavarikhani,
Adilabad District ... Respondents

This case is coming up before the Lok Adalat on 25-2-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel Sri P.A.V.V.S. Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

The petitioner had agreed to the following proposals of the Management to appoint him as fresh Badli Coal Filler, as the petitioner had put in 100 musters in the two

AND

Friday, the 25th day of February, Two Thousand and Eleven

to the petitioner in his language and agreed by him by signing the same :

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of Case LCID No. 51 of 2007/PLAC 31/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Pusala Samba Siva Rao, (EC No. 0301553),
S/o P. Narsaiah, Aged about 34 years,
Worked as Coal Filler at KTK-I Incline,
Singareni Collieries Company Limited,
Bhupalpally, Warangal Daist and
C/o Smt. A. Sarojana, Advocate,
Flat No. G7, Ground Floor,
Rajeshwari Gayatri Sadan,
Opp. : Badruka Jr. College for Girls,
Kachiguda, Hyderabad

... Petitioner

AND

1. The Singareni Collieries Company Limited,
Rep. by its Director (PA & W),
Kothagudem, Khammam District
2. The General Manager,
Singareni Collieries Company Ltd.,
Bhupalpally, Warangal District
3. The Dy. General Manager, KTK-I Incline,
Singareni Collieries Company Ltd.,
Bhupalpally, Warangal District

... Respondents

This case is coming up before the Lok Adalat on 25-2-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri P. Lingeswara Rao, and the Respondent too, being present in person/represented by his counsel, Sri S. M. Subhani on a perusal of the case record, after considering the hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

The petitioner had agreed to the following proposals of the Management to appoint him as fresh Badli Coal Filler, as the petitioner had put in 100 musters in the two years of the preceding 5 years of dismissal and raised the dispute within three years from the date of dismissal from service. The following contents are read over and explained

(a) The petitioner workman agreed to treat his appointment as fresh appointment as Badli Coal Filler without back wages and continuity of service, subject to medical fitness by Company Medical Board.

(b) Irrespective of past designations, petitioner workman agrees to the appointment as Badli Coal Filler afresh on Coal filling, wherever coal filling is available and need not be the same place where the workman was last employed.

(c) The petitioner workman agrees for observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any shortfall of attendance during the 3 months period, his services will be terminated without any further notice and enquiry.

(d) Respondent Management agreed that any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.

(e) All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, day of rest, holidays etc., for appointment afresh.

This LCID is disposed of accordingly. The respondent management is directed to take him back to duty as Badli Coal Filler afresh wherever coal filling is available.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the Members of this Lok Adalat Bench.

Sd/- Signature of Applicant(s) Sd/- Signature of Respondent(s)

Sd/- Signature of Counsel for Applicant(s)

Sd/- Signature of Counsel for Respondent(s)

1. Sd/- Signature of Presiding Officer & Members of the Bench

T. PATTABI RAMA RAO, Presiding Officer

Note : This award is final and binding on all the parties and no appeal shall lie to any court as per Section 21(2) of LSA Act, 1987.

नई दिल्ली, 6 जून, 2011

का. आ. 1765.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम-न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 104/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1765.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 104/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad Under Section 20 of the Legal Services Authorities Act, 1987)

Friday, the 25th day of March, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-8-2006)

In the matter of Case LCID No. 104 of 2009/PLAC 44/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Jakkapally Ravinder,
S/o Mutyalu, aged about 39 years,
E. No. 2074673, R/o Kasi Reddy,
Palli, Post Budhapurd, Bellampally,
Adilabad Distt.

... Petitioner

AND

The Singareni Collieries Company Limited,
Rep. by its General Manager,
Ballampally Division,
Adilabad Distt.

... Respondents

This case is coming up before the Lok Adalat on 25-3-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri A. K. Jayaprakash Rao & M. Govind, and the Respondent too, being present in person/represented by his counsel, Sri P.A.V.V.S. Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both side, the Lok Adalat has arrived at the following settlement and delivered the following:

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

The petitioner had agreed to the following proposals of the Management to appoint him as fresh Badli Coal Filler, as the petitioner had put in 100 musters in the two years of the preceding 5 years of dismissal and raised the dispute within three years from the date of dismissal from service. The following contents are read over and explained to the petitioner in his language and agreed by him by signing the same :

- (a) The petitioner workman agreed to treat his appointment as fresh appointment as Badli Coal Filler without back wages and continuity of service, subject to medical fitness by Company Medical Board.
- (b) Irrespective of past designations, petitioner workman agrees to the appointment as Badli Coal Filler afresh on Coal filling, wherever coal filling is available and need not be the same place where the workmen was last employed.
- (c) The petitioner workman agrees for observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any shortfall of attendance during the 3 months period, his services will be terminated without any further notice and enquiry.
- (d) Respondent Management agreed that any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (e) All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, day of rest, holidays etc., for appointment afresh.

This LCID is disposed of accordingly. The respondent management is directed to take him back to duty as Badli Coal Filler afresh wherever coal filling is available.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the Members of this Lok Adalat Bench.

Sd/-
Signature of Applicant(s) Sd/-
Signature of Respondent(s)

Sd/-
Signature of Counsel for Applicant(s)

Sd/-
Signature of Counsel for Respondent(s)

1. Sd/-
Signature of Presiding Officer & Members of the Bench

T. PATTABI RAMA RAO, Presiding Officer

Note : This award is final and binding on all the parties and no appeal shall lie to any court as per Section 21(2) of LSA Act, 1987.

नई दिल्ली, 6 जून, 2011

का. आ. 1766.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 47/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-11)]
डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1766.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 47/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad Under Section 20 of the Legal Services Authorities Act, 1987)

Friday, the 4th day of February, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of Case LCID No. 47 of 2006/PLAC No. 29/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

S. Ravi Kumar, S/o Rayamallu,
Worked as Coal Filler at GDK-6 Incline,
C/o A. Sarojana, Advocate, Flat No. G-7,
Rajeswari Gayatri Sadan,
Opp. : Badruka Girls Jr. College,
Kachiguda, Hyderabad

... Petitioner

AND

1. The Singareni Collieries Company Limited,
Rep. by its General Manager, RG-I Area
Godavarikhani, Karimnagar District
2. The Colliery Manager, GDK-6 Incline,
Singareni Collieries Company Ltd.,
Godavarikhani, Karimnagar District

... Respondents

This case is coming up before the Lok Adalat on 25-2-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri P.A.V.V.S. Sarma on a perusal of the case record, after considering the hearing the case of both sides and with the consent of both side, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

The petitioner had agreed to the following proposals of the Management to appoint him as fresh Badli Coal Filler, as the petitioner had put in 100 musters in the two years of the preceding 5 years of dismissal and raised the dispute within three years from the date of dismissal from service. The following contents are read over and explained to the petitioner in his language and agreed by him by signing the same :

- (a) The petitioner workman agreed to treat his appointment as fresh appointment as Badli Coal Filler without back wages and continuity

of service, subject to medical fitness by Company Medical Board.

- (b) Irrespective of past designations, petitioner workman agrees to the appointment as Badli Coal Filler afresh on Coal filling, wherever coal filling is available and need not be the same place where the workmen was last employed.
- (c) The petitioner workman agrees for observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any shortfall of attendance during the 3 months period, his services will be terminated without any further notice and enquiry.
- (d) Respondent Management agreed that any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (e) All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, day of rest, holidays etc., for appointment afresh.

This LCID is disposed of accordingly. The respondent management is directed to take him back to duty as Badli Coal Filler afresh wherever coal filling is available.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the Members of this Lok Adalat Bench.

Sd/- Signature of Applicant(s) Sd/- Signature of Respondent(s)

Sd/- Signature of Counsel for Applicant(s)

Sd/- Signature of Counsel for Respondent(s)

1. Sd/- Signature of Presiding Officer & Members of the Bench

2. Sd/-

3. Sd/-

T. PATTABI RAMA RAO, Presiding Officer

Note : This award is final and binding on all the parties and no appeal shall lie to any court as per Section 21(2) of LSA, Act, 1987.

नई दिल्ली, 6 जून, 2011

का. आ. 1767.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में; केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 152/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1767.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 152/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR(C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

Shri Ved Prakash Gaur, Presiding Officer

Dated the 18th day of March, 2011

Industrial Dispute L.C. No. 152/2006

BETWEEN:

Sri Ch. Niranjan Kumar,
S/o Thirupathi Das,
C/o Smt. A. Sarojana, Advocate,
Flat No. G7, Ground Floor, Rajeshwari
Goyatri Sadan, Opp. : Badruka Jr. College
for Girls, Kachiguda,
Hyderabad

... Petitioner

AND

1. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Srirampur (P) Area,
Adilabad District
2. The Colliery Manager/
Superintendent of Mines,
M/s. Singareni Collieries Company Ltd.,
Srirampur Area,
Adilabad District

... Respondents

APPEARANCES:

For the Petitioner

: M/s. A. Sarojana and
K. Vasudeva Reddy,
Advocates

For the Respondent

: M/s. P.A.V.V.S. Sarma and
Vijayalaxmi Panguluri,
Advocates

AWARD

This petition under Sec. 2A (2) of the I.D. Act, 1947 has been filed by Sri Ch. Niranjan Kumar, ex-badli filler to set aside the termination order dated 12-7-2001 and to reinstate the Petitioner workman with full back wages.

2. It is alleged by the Petitioner that he was appointed as badli filler on 1-12-1998. During that time the Petitioner suffered with several ailments i.e., appendicitis, lumbosacral Sprain and other health problems apart from family problems. While so, a charge sheet dated 22-1-2001 was issued alleging that the Petitioner was frequently absented for duties during the year 2000 which amounts to misconduct under Company's Standing Order No. 25.25. The Petitioner has submitted his explanation on 24-1-2001 but the Respondents were not satisfied and ordered for departmental enquiry. The Enquiry Officer conducted the enquiry with pre-determined notion. The enquiry was not valid in nature. The Enquiry Officer submitted his report. On the basis of enquiry report a show cause notice was issued to the Petitioner and he was dismissed from service vide office order dated 12-7-2001. The Petitioner was absent due to ill-health and the same was stated by the Petitioner before the Enquiry Officer, but the Enquiry Officer has not considered the submission made by the Petitioner workman. Petitioner was not aware of the procedure of the enquiry, he could not participate in the enquiry effectively, resulting in issuance of the impugned order of removal. Had the procedure of enquiry was explained, he could have insisted the Enquiry Officer to mark the documents on his behalf i.e., prescriptions and other documents to establish the factum of his continued ill-health. Enquiry Officer submitted his enquiry report with a predetermined notion as such, the order passed on such enquiry report is bad and deserves to be quashed. Proper opportunity was not given to the Petitioner in the enquiry proceeding. Dismissal order based on that enquiry is illegal, arbitrary and is liable to be treated as bad in law. Hence, it is prayed that the impugned order be quashed and the Respondent be directed to reinstate the Petitioner with back wages and all consequential benefits.

3. Management has submitted reply alleging therein that Petitioner remained absent through out year 2000 but for 40 days which hampered the working of the company, the absence of the Petitioner was without any sufficient cause which is grave misconduct within the Standing Orders 25.25 of the company and dismissal is not bad in the light of the case law reported in 1996 (1) SCC 302 State of U.P. and others Vs. Ashok Kumar Singh. Petitioner was appointed as badli filler on 1-12-1998 in Respondent company. He has put in 13, 159, 40 and 12 musters in the years 1998, 1999, 2000 and 2001 (upto April) respectively. He has not put in 190 musters which is minimum for a ground duty workman in any year. This prove that the Petitioner was not sincere to his work. Therefore, a charge sheet was issued to the Petitioner dated 22-1-2001 for

unauthorized absence. Petitioner's contention that he was not afforded proper opportunity is incorrect. Due notices were given to the Petitioner to participate in the enquiry proceeding. The notice was acknowledged by the Petitioner, he submitted his explanation and he participated in the enquiry proceeding. Petitioner did not availed the assistance of co-worker though he was given the opportunity to take the help of a co-worker. Petitioner admitted during enquiry that he remained absent without sanctioned leave. Petitioner did not produce any sickness proof, thus he has failed to produce any documentary evidence before the Enquiry Officer. He intentionally absented himself without any reason or cause. Such unauthorized absence creates sudden void, at a time it is very difficult to fill-up the gap and already planned schedules get suddenly disturbed without prior notice which compelled the Respondent to take severe action against unauthorized absentees. The Petitioner though cited ill health as the cause of his absenteeism, he did not specify the disease with which he was suffering and did not substantiate the same with valid documentary evidence. The company has provided medical facilities by establishing hospitals, but Petitioner did not reported to the company hospital for his sickness thus, his submission that he was absent due to ill-health is unfounded. Enquiry Officer has given his finding on the material placed before him by the management and no fault can be find in the enquiry report, it is based on evidence and Petitioner's dismissal order is not disproportionate to the misconduct committed by him since Petitioner was not regular to his duties, company has dismissed him which is neither illegal nor invalid.

4. Parties were directed to produce evidence in support of their claims. Petitioner has filed xerox copies of enquiry proceeding, enquiry report and original dismissal order dated 12-7-2001. However, the Respondent has filed charge sheet, acknowledgement of charge sheet, explanation submitted by the Petitioner, notice of enquiry, entire domestic enquiry proceedings book, show cause notice issued to him, his explanation against show cause notice and dismissal order.

5. On the point of the legality and validity of domestic enquiry conducted by the management it is pertinent to mention that Learned Counsel for the Petitioner moved memo dated 9-3-2009 conceding the validity and legality of the domestic enquiry as such, the domestic enquiry was held to be legal and valid.

6. I have gone through the claim petition, counter statement and documents filed by the parties and written arguments filed by both the parties.

7. It is admitted fact that the Petitioner has put in only 48 musters during the year 2000 for which a charge-sheet 12-7-2001 was issued to the Petitioner against which the Petitioner filed his explanation stating therein that he remained absent because of ill-health. It is also admitted

that domestic enquiry was conducted and Petitioner participated in the domestic enquiry. On the basis of the report submitted by the Enquiry Officer dismissal order has been passed against the Petitioner which is under challenge. In this case this tribunal has to consider :

- (1) Whether the absence of the Petitioner during the year 2000 was for any sufficient and reasonable cause or not and the report of Enquiry Officer is based on evidence or not ?
- (2) Whether the punishment imposed upon the Petitioner is disproportionate to the misconduct committed by the Petitioner ?

8. Point No. 1 : The Petitioner has submitted that he was sick due to which he remained absent during the year 2000 and put in 48 musters during the year 2000. His statement was recorded by the Enquiry Officer, during course of the enquiry he stated that he worked for 40 days and remained absent for 218 days in 2000 due to health problems, but has not been able to provide any single document before the Enquiry Officer to substantiate his allegations. In his reply dated 24-1-2001 he wrote that he was not keeping good health due to which he could not attend to his duties regularly. As against this, the management has produced Sri I. Chandra Sekhar, OS and Sri V. Madhu, Clerk to prove that Petitioner remained absent without any leave or without any intimation during the year 2000 from January to December. Since absence of the Petitioner was admitted by the Petitioner himself it was the sole duty of the Petitioner to prove that his absence was due to any cogent or sufficient cause. Petitioner was not able to prove that his absence during the year 2000 was due to sufficient reason. Though he stated that he was absent due to ill-health but he is not able to provide any evidence or proof in support of his illness or treatment for ill-health. Even if it is presumed that Petitioner remained absent due to the ill-health why he did not inform his superiors regarding the same has not been explained by the Petitioner. Thus, the finding of the Enquiry Officer that Petitioner's absence during the year 2000 was without any sufficient reason or valid cause is based on evidence and reasoning and no fault can be found in the finding arrived at by the Enquiry Officer.

9. This tribunal is also of the opinion that the Petitioner remained absent without any intimation to his employer during the year 2000 his absence was without any reasonable or sufficient cause and thereby the Petitioner has committed misconduct mentioned in para 25.25 of the Standing Orders of the company. Point No. 1 is decided accordingly.

10. Point No. 2 : So far as the question of punishment is concerned the Petitioner has not been able to justify his absence during the year 2000, he has voluntarily admitted

before the Enquiry Officer that he remained absent during 2000 and could attend only 48 musters. Though the Respondent management has stated in the counter statement that Petitioner remained absent during the year 1998 to 2000 and in 2001 also which was not mentioned in the charge sheet. Moreover, this fact was not brought before the Enquiry Officer also. As such, the previous absence cannot be taken into consideration but the absence in the year 2000 is surely a grave misconduct and management has not committed any mistake in passing the punishment of dismissal against the Petitioner. The Learned Counsel for the Petitioner has argued that the Petitioner's family is starving due to dismissal of the Petitioner against which Learned Counsel for the Respondent has argued that Petitioner himself is responsible for the starvation of the family members, the Petitioner was a unwilling and negligent worker who has not cared to perform his duties with sincerity as such, the punishment was proper and interference is not required in this case.

11. I agree with the argument of the Learned Counsel for the Respondent and I am also of the considered opinion that the punishment imposed on the Petitioner is neither excessive nor disproportionate and Petitioner does not deserve any leniency. The Petitioner himself is responsible for the starvation of his family members, no interference is required in the matter of the punishment. Point No. 2 is decided accordingly.

12. From the above discussion, this tribunal is of the considered opinion that the claim petition is unfounded, no interference is required in this case. Petitioner is not entitled for any relief, petition deserves to be dismissed and it is dismissed. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 18th day of March, 2011.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

NIL

Witnesses examined for the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 6 जून, 2011

क्र. आ. 1768.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 156/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1768.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 156/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]
D.S.S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

Shri Ved Prakash Gaur, Presiding Officer

Dated the 18th day of March, 2011

Industrial Dispute L.C. No: 156/2006

BETWEEN:

Sri Pulipaka Rajkumar,
S/o Mallaiah,
C/o Smt. A. Sarojana, Advocate,
Flat No. G7, Ground Floor, Rajeshwari
Goyatri Sadan, Opp. Badruka Jr. College
for Girls, Kachiguda,
Hyderabad

... Petitioner

AND

1. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Mandamarri Area, Mandamarri,
Adilabad District
2. The Colliery Manager/
Superintendent of Mines,
M/s. Singareni Collieries Company Ltd.,
SMG-3 Incline, Mandamarri Area,
Mandamarri, Adilabad District

... Respondents

APPEARANCES :

For the Petitioner : M/s. A. Sarojana and
K. Vasudeva Reddy,
Advocates

For the Respondent : M/s. P.A.V.V.S. Sarma and
Vijayalaxmi Panguluri,
Advocates

AWARD

This petition under Sec. 2A (2) of the I.D. Act, 1947 has been filed by Sri Pulipaka Rajkumar, ex-badli filler to set aside the termination order dated 9-1-2000 and to reinstate the Petitioner workman with full back wages.

2. It is submitted by the Petitioner in his claim petition that he was appointed as badli filler on 5-11-1990, he was confirmed as coal filler. While so, a charge sheet dated 7-2-1999 was issued alleging that the Petitioner was unauthorizedly absented for duties during the year 1998 which amounts to misconduct under company's Standing Order No. 25.25. Petitioner was not aware of the communication as he has not received any communication. Respondent has ordered for departmental enquiry. It is alleged that Respondent has stated to have published the notice of enquiry in Vaartha News Paper dated 9-12-1999 of which Petitioner has no knowledge. It is submitted that as a result of improper sending of notices, Petitioner could not participate in the enquiry otherwise he could have approached the Respondent informing the factum of his ill-health and for postponement of enquiry. The Enquiry Officer submitted his report. Even assuming the charges levelled against the Petitioner are correct, imposition of punishment of dismissal from service is disproportionate. Dismissal order based on that enquiry is illegal, arbitrary and is liable to be treated as bad in law. Hence, it is prayed that the impugned order be quashed and the Respondent be directed to reinstate the Petitioner with back wages and all consequential benefits.

3. Management has submitted reply alleging therein that Petitioner remained absent throughout the year 1998 but for 70 days which hampered the working of the company. The absence of the Petitioner was without any sufficient cause which is grave misconduct within the Standing Orders 25.25 of the company and dismissal is not bad in the light of the case law reported in 1996 (1) SCC 302 State of U.P. and others Vs. Ashok Kumar Singh. Petitioner was appointed as badli filler on 3-1-1990 and not on 5-11-1990 in Respondent company. He has put in 106, 60, 77, 70 and 21 musters in the years from 1995 to 1999. He has not attended even 190 musters which is minimum attendance for an underground workman in a year. This prove that the Petitioner was not sincere to his work. Therefore, a charge sheet was issued to the Petitioner dated 7-2-1999 for unauthorized absence. Petitioner's contention that he was not afforded proper opportunity is incorrect. Due notices were given to the Petitioner to participate in the enquiry proceeding. The Petitioner though received charge sheet did not submit his explanation. Further enquiry was fixed on 24-4-1999, 13-7-1999, 6-8-1999 and on all the occasions Petitioner remained absent from duty unauthorizedly, notice

of enquiry could not be served on him and finally the notice of enquiry was also published in Telegu Daily Andhra Jyothi dated 2-9-1999 for attending the enquiry on 10-9-1999. As the Petitioner did not attend the enquiry on the stipulated date nor made any request either for postponement of the enquiry, the Enquiry Officer held the enquiry proceedings ex-parte. On the basis of records produced before the Enquiry Officer, the charge was proved against the Petitioner and hence, he was held guilty of the charge under company's Standing Orders No. 25.25. Copy of enquiry proceedings and report were sent to the last known address of the Petitioner but the same were returned undelivered by the postal authorities. Again a notice was published in Telegu Daily Vaartha dated 9-12-1999 advising the Petitioner to collect the same from the office of the Respondent No. 1 but he did not respond to this notice also. Petitioner has put in 106 musters, 60 musters, 77 musters, 70 musters and 21 musters respectively in the years from 1995 to 1999. If the Petitioner suffered from illness and was under treatment, he should have communicated about his ailment and inability to attend his duties to the Mine Manager and he should have reported sick in colliery hospital for treatment which he did not do. Enquiry Officer has given his finding on the material placed before him by the management and no fault can be found in the enquiry report, it is based on evidence and Petitioner's dismissal order is not disproportionate to the misconduct committed by him since Petitioner was not regular to his duties. Respondent company has dismissed him for his unauthorized absence which is neither illegal nor invalid.

4. Parties were directed to produce evidence in support of their claims. Petitioner has filed xerox copies of dismissal order dated 9-1-2000. However, the Respondent has filed charge sheet, three notices of enquiry, paper publication regarding notice of enquiry, enquiry proceedings, enquiry report, show cause notice issued to him, returned undelivered sealed cover containing show cause notice, enquiry proceeding and enquiry report sent to Petitioner, paper publication advising the Petitioner to collect copy of enquiry proceeding and report of enquiry and dismissal order.

5. On the point of the legality and validity of domestic enquiry conducted by the management it is pertinent to mention that Learned Counsel for the Petitioner moved memo dated 29-4-2009 conceding the validity and legality of the domestic enquiry as such, the domestic enquiry was held to be legal and valid.

6. I have gone through the claim petition, counter statement and documents filed by the parties and written arguments filed by both the parties.

7. It is admitted fact that the Petitioner has put in only 48 musters during the year 1998 for which a charge-sheet dated 7-2-1999 was issued to the Petitioner against which the Petitioner did not file his explanation. It is also admitted

that domestic enquiry was conducted but Petitioner did not participate in the domestic enquiry. On the basis of the report submitted by the Enquiry Officer dismissal order has been passed against the Petitioner which is under challenge. In this case this Tribunal has to consider :

- (1) Whether the absence of the Petitioner during the year 1998 was for any sufficient and reasonable cause or not and the report of Enquiry Officer is based on evidence or not ?
- (2) Whether the punishment imposed upon the Petitioner is disproportionate to the misconduct committed by the Petitioner ?

8. Point No. 1 : The Petitioner has submitted that he was sick due to which he remained absent during the year 1998 and put in 70 musters during the year 1998. Petitioner stated that he worked for 70 days and remained absent for rest of the days in 1998 due to health problems, but has not been able to provide any single document before this Tribunal to substantiate his allegations as enquiry was conducted ex-parte. The management has produced Sri D. Anand Kumar, POA and Sri N. Bheemashankar, Pay Sheet Clerk to prove that Petitioner remained absent without any leave or without any intimation during the year 1998 from January to December. Since absence of the Petitioner was not informed, it was the sole duty of the Petitioner to prove that his absence was due to any cogent reason or sufficient cause. Even if it is presumed that Petitioner remained absent due to the ill-health why he did not inform his superiors regarding his absence has not been explained by the Petitioner. Thus, the finding of the Enquiry Officer that Petitioner's absence during the year 1998 was without any sufficient reason or valid cause is based on evidence and reasoning and no fault can be found in the finding arrived at by the Enquiry Officer.

9. This Tribunal is also of the opinion that the Petitioner remained absent without any intimation to his employer during the year 1998, his absence was without any reasonable or sufficient cause and thereby the Petitioner has committed misconduct mentioned in para 25.25 of the Standing Orders of the company. Point No. 1 is decided accordingly.

10. Point No. 2 : So far as the question of punishment is concerned the Petitioner has not been able to justify his absence during the year 1998, he put in only 70 musters, though the Respondent management has stated in the counter statement that Petitioner remained absent during the years 1995, 1996, 1997 and in 1999 also but same was not mentioned in the charge sheet. Moreover, this fact was not brought before the Enquiry Officer also. As such, the previous absence cannot be taken into consideration but the absence in the year 1998 is surely a grave misconduct and management has not committed any mistake in passing the punishment of dismissal against the Petitioner.

Moreover, Learned Counsel for the Petitioner has conceded the legality and validity of domestic enquiry conducted by the management filing memo before this Tribunal which implies that enquiry has been validly and legally conducted by following principles of natural justice by the Respondent management. This Tribunal has to see whether the punishment imposed is harsh or disproportionate to the misconduct committed by the Petitioner. In view of the above discussion, as the Petitioner could not substantiate his case with valid documentary evidence either before the Enquiry Officer or before this Tribunal, thus, this Tribunal is of the opinion that punishment imposed on the Petitioner is proper and by following principles of natural justice he was dismissed from service. The Learned Counsel for the Petitioner has argued that the Petitioner's family is starving due to dismissal of the Petitioner against which Learned Counsel for the Respondent has argued that Petitioner himself is responsible for the starvation of the family members, the Petitioner was a unwilling worker who has not cared to perform his duties with sincerity as such, the punishment was proper and interference is not required in this case.

11. I agree with the argument of the Learned Counsel for the Respondent and I am also of the considered opinion that the punishment imposed on the Petitioner is neither excessive nor disproportionate and Petitioner does not deserve any leniency. The Petitioner himself is responsible for the starvation of his family members, no interference is required in the matter of the punishment. Point No. 2 is decided accordingly.

12. From the above discussion, this Tribunal is of the considered opinion that the claim petition is unfounded, no interference is required in this case. Petitioner is not entitled for any relief, petition deserves to be dismissed and it is dismissed. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected by me on this the 18th day of March, 2011.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 6 जून, 2011

का. आ. 1769.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 129/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1769.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 129/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

Shri Ved Prakash Gaur, Presiding Officer

1st day of March, 2011

Industrial Dispute L.C. No. 129/2007

BETWEEN

Sri Chennaveni Narasaiah,
S/o Ramulu,
C/o Smt. A. Sarojana, Advocate,
Flat No. G7, Ground Floor,
Rajeshwari Gayatri Sadan,
Opp. Badruka Jr. College for Girls,
Kachiguda, Hyderabad

... Petitioner

AND

1. The General Manager,
M/s Singareni Collieries Company Ltd.,
Mandarri Area, Mandarri,
Adilabad District
2. The Colliery Manager, M/s Singareni Collieries
Company Ltd.,
KK-1, Incline, Mandarri,
Adilabad District

... Respondents

APPEARANCES :

For the Petitioner : M/s A. Sarojana and K. Vasudeva Reddy, Advocates

For the Respondent : Authorised Representative

AWARD

Sri Chennaveni Narasaiah an Ex. Employee of M/s Singareni Collieries Company Ltd., has filed this petition under section 2A(2) of the I.D. Act, 1947 to quash the dismissal order dated 25-2-2004/16-3-2004 and to reinstate the Petitioner in service with full back wages.

2. It has been alleged by the workman that he was appointed as badli filler on 9-9-1990 and was confirmed as coal filler in 1995. Till the year 2000 the Petitioner was regular to his duties, in the year 2001 Petitioner's wife suffered ill-health and Petitioner met with a mine accident due to which he sustained injury in his right eye. Charge sheet was issued to the Petitioner dated 16-2-2002 alleging therein that Petitioner worked for 93 days during the year 2001 which amount to misconduct under Company's Standing Order 25.25. On the receipt of said charge sheet Petitioner submitted his explanation on 16-3-2002 explaining the reason of his absence from duty but, without considering the merit of the submissions made by the Petitioner an enquiry was ordered to be conducted.

3. During course of the enquiry the Petitioner was not given any opportunity much less valid in nature. The Enquiry Officer submitted his erroneous finding based on lopsided enquiry that the charges against the Petitioner were proved as such, a second show cause notice was issued to the Petitioner on 6-10-2002 which was replied by the Petitioner on 13-9-2002. However, without considering the submissions made by Petitioner he was dismissed from service w.e.f. 16-3-2004 vide office order dated 25-2-2004.

4. The Petitioner has alleged that he submitted in his reply against the charge sheet and also during course of enquiry he stated that due to his ill-health and ill-health of his wife and other family problems he could not attend the duty for more than 93 days in the year 2001. He further pleaded that he will attend in future without absence. The said submissions were not considered. The action of management in dismissing the Petitioner from service is wholly illegal, arbitrary and violative of principles of natural justice.

5. The Petitioner was not made aware of the procedure of enquiry as such, he could not took the assistance of any co-employee, had the procedure of enquiry has been known to the Petitioner he would have effectively contested the enquiry proceeding. The documents and witnesses produced by the management did not establish the charges levelled against the Petitioner. Enquiry Officer has not applied his mind, that the report is outcome of mechanical and hypothetical mind of the

Enquiry Officer. No opportunity was given to the Petitioner to produce his witnesses. The Petitioner is sole bread winner of his family, as a result of dismissal the whole family has been rendered without any livelihood. The Petitioner was absent due to his illness which was not challenged during course of enquiry as such, the order of dismissal is illegal, arbitrary and deserves to be quashed.

6. Respondent filed counter statement challenging the maintainability of the petition. It is stated that Petitioner put in only 93 musters during the year 2001, though Petitioner pleaded that he remained absent due to his illness and illness of his wife but he did not produce any evidence to substantiate his claim. He was charge sheeted under para 25.25 of the Standing Order. The Petitioner's attendance was poor in the year 1999, 2000, 2002 and 2003. In 1999 he put in 117 musters, in 2000 he put in 136 musters, in 2002 he put in 100 musters and in 2003 he put in 79 musters. Though during course of enquiry he pleaded that he will remain regular but he could not observe his own undertaking. Enquiry was conducted in a fair and proper manner, full opportunity was afforded to the Petitioner. He himself pleaded guilt before the Enquiry Officer as such, Enquiry Officer has given cogent finding based on material and evidence produced before him. No violation has been committed in conducting the enquiry. The punishment is proportionate, the Petition has no force and deserves to be dismissed.

7. Parties were given opportunity to produce their evidence. Both the sides have produced documentary evidence in form of enquiry proceedings. The management has produced entire enquiry proceeding booklet, punishment order.

8. Before hearing the parties under Section 11A of the Industrial Disputes Act, 1947, the parties were heard on the question of legality and validity of the domestic enquiry. On 3-2-2010 Learned Counsel for the Petitioner moved memo conceding legality and validity of the domestic enquiry, on the basis of which domestic enquiry was held to be legal and valid. Hence, arguments under Section 11A were heard.

9. Respondent's counsel did not participate in the argument proceeding, as such, Learned Counsel for the Petitioner has been heard. He has filed written arguments as well.

10. I have gone through the claim and counter statements of the parties and evidence produced on behalf of the Respondent management in the form of enquiry proceeding. It has been argued by Learned Counsel for the workman that the Petitioner was charge sheeted for the absence in the year 2001. Though the Respondent management has contended that the attendance of the Petitioner was poor even in the years 1999 and 2000, no action was taken against the workman nor even advisory

memo was given to the Petitioner to improve his attendance in these years as such attendance of the Petitioner for the years 1999 and 2000 has no relevance for the purpose of quantum of punishment imposed by the management. Petitioner has put in 93 musters during the year 2001 and in so many cases the management has given fresh appointment to such employees who have put in at least 100 musters in a year within three consecutive years. As such, even if it is taken to be true that Petitioner workman has worked 93 musters and he remained absent for remaining period, a lenient view could have been taken against the Petitioner workman as has been done by the management in the case of other co-workers.

11. The Learned Counsel for the workman has further argued that the Petitioner has given cogent and valid reason for his absence. Through his explanation and his statement before the Enquiry Officer he explained that he was ill, his wife was also ill and so he could not put in sufficient number of musters during 2001. The aforesaid statement of the Petitioner was not challenged by the Presenting Officer who represented the case of the management before the Enquiry Officer as such, it cannot be said that the Petitioner has not given cogent and valid reason for his absence. The argument of Learned Counsel for the Petitioner has not been challenged by Respondent as he choosed not to participate in the argument.

12. On the basis of above argument and pleadings of the parties, this Tribunal has to consider :

- (I) Whether the absence of the Petitioner is for valid reason and the punishment imposed on Petitioner is excessive ?
- (II) To what relief if any the Petitioner workman is entitled for ?

13. Point No. (I) : It is not disputed that Petitioner has put in only 93 musters during the year 2001 for which he has been charge-sheeted by the respondent management. Though the Respondent management has alleged that Petitioner has not put in sufficient number of musters during 1999 and 2000, even in the year 2002 and 2003, it is not disputed between the parties that no charge-sheet was issued to the Petitioner for alleged absence during the ears 1999, 2000, 2002 and 2003.

14. Petitioner was asked to explain about his absence during the year 2001 for which he has given written reply that owing to his wife's ill-health and domestic problems he could not put in his stipulated musters during the year 2001, he may be pardoned. Even during course of his examination before the Enquiry Officer he has stated that, "I suffered from stomach pain and chest pain." He has stated that he has taken treatment in company's and private hospitals as such, he could not attend to his duties regularly. The Enquiry Officer has given opportunity to Presenting Officer to cross-examine the charge-sheeted

employee, but he has not cross-examined the Petitioner. Thus, the statement made by the Petitioner workman before the Enquiry Officer remained unchallenged that in the year 2001, the Petitioner was suffering from chest pain and stomach pain and that he could not put in more than 93 musters. The Petitioner has stated that he took treatment in company's hospital as well as in private hospitals. This statement was also not challenged. From the unchallenged statement of the Petitioner it is proved that Petitioner was suffering from stomach pain and chest pain and that was the reason he could not put in more than 93 musters. He has put in sufficient number of musters in the previous year as such, the report of Enquiry Officer appears to be presumptive and based on Petitioner plea of guilty which has been mentioned by the Enquiry Officer in his report. Pleading guilty itself is not sufficient to impose severest punishment on an employee, but overall circumstances has to be looked into while imposing the punishment on an employee for not putting in the sufficient number of working days in only one year. Thus, to my mind, though the Petitioner had put in 93 days musters he absented himself for more than 261 days, his absence from the duty is for a valid reason, that he was suffering from stomach pain and chest pain which has not been challenged by the management, as such, in the light of other arguments of the Learned Counsel for the workman, the management has offered fresh opportunity to many dismissed employees who put in 100 musters in a year in one of the years out of three years from the date of dismissal. No doubt such matter has been resolved through the Lok Adalat but a lenient attitude appears to have been taken in the case of the Petitioner who put in 93 musters and who has given cogent reason for non-attendance to the duty. Thus, though the Petitioner remained absent, he pleaded guilty before the Enquiry Officer, he has given sufficient explanation for his absence which has not been challenged, as such the punishment of dismissal from service is excessive punishment and the order of punishment deserves to be quashed in the matter of Petitioner. Point No. (I) is decided accordingly.

15. Point No. (II) : The punishment of dismissal imposed by management is excessive and disproportionate in the present case, a lenient punishment would have served the purpose of punishment in the present case, as such, the order of dismissal deserves to be quashed and inspite of punishing the Petitioner with dismissal from service the order of reversion to lower grade of the pay appears to be proper and adequate punishment. The Petitioner deserves to be reinstated to the post of badli filler at the initial stage of pay. Point No. (II) is decided accordingly.

16. Since the petition was filed after delay, the petitioner is not entitled for back wages. The management is directed to reinstate the Petitioner as badli filler at the initial stage of the pay without back wages, within two

months from the date of receipt of the copy of the award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected by me on this the 1st day of March, 2011.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 6 जून, 2011

का. आ. 1770.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 2/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1770.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 2/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

SHRI VED PRAKASH GAUR, Presiding Officer.

Dated, the 14th day of March, 2011

Industrial Dispute L.C. No. 2/2007

BETWEEN

Sri Dugina Shankar,
S/o Ramulu,
C/o Smt. A. Sarojana, Advocate,
Flat No. G7, Ground Floor,
Rajeshwari Gayatri Sadan,
Opp. Badruka Jr. College for Girls,
Kachiguda, Hyderabad

... Petitioner

AND

1. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Srirampur Projects Area,
Srirampur, Adilabad District.

2. The Superintendent of Mines,
M/s. Singareni Collieries Company Ltd.,
SRPD 2A, Incline, Srirampur,
Adilabad District.

... Respondents

APPEARANCES:

For the Petitioner : M/s. A. Sarojana and K. Vasudeva
Reddy, Advocates.

For the Respondents : M/s. P.A.V.V.S. Sarma & Vijaya
Laxmi Panguluri, Advocates

AWARD

This petition under Sec. 2A(2) of the I.D. Act, 1947 has been filed by Sri Dugina Shankar, Ex. Employee of M/s. Singareni Collieries Company Ltd., for setting aside dismissal order dated 22-12-1997 and to reinstate the workman with full back wages in the service of the Respondent.

2. It has been alleged by the workman that he was appointed as badli filler on 10-1-1993, later on he was confirmed as coal filler. He has been performing his duties sincerely to the satisfaction of the superiors. While the matter is stood thus, a charge-sheet dated 6-3-1997 was issued alleging that Petitioner was unauthorizedly absent from duty during the year 1996 which amounts to misconduct under Company's Standing Order No. 25.25 and 25.31. Petitioner explain the cause of his absence to the management and stated that due to his ill-health having severe pain in his stomach recurrently, he could not attend to his duty regularly. Without considering the merit of submission the management ordered an enquiry to be conducted which was conducted by the Enquiry Officer, without affording proper opportunity to the Petitioner. The Enquiry Officer submitted report holding the charges proved against the workman on the basis of which Disciplinary Authority passed order of dismissal dated 22-12-1997. The Petitioner workman challenged the manner of holding enquiry proceeding on several grounds mentioned in para 2(a) to 2(j).

3. Petitioner has further alleged that he is the sole bread winner of his family, due to his dismissal from service whole family has rendered without livelihood. His absence from duty was neither wanton nor intentional but, due to his ill-health. The punishment imposed by the Disciplinary Authority is harsh, excessive and disproportionate to the charges proved and deserves to be quashed.

4. Respondent filed their counter statement alleging therein that the Petitioner was dismissed from service in the year 1997 and he has filed this petition after 10 years. The Petition is suffering from delay and latches and Petitioner does not deserve any sympathy.

5. It is submitted that Petitioner was appointed as badli filler and later on he was confirmed as coal filler in 1995 but Petitioner was not punctual to his duties even before 1996. The Petitioner has put in only one muster during the entire period of 1996, he put in 41 musters in 1995 and 19 musters during 1997. He was a negligent and careless worker. Charge sheet was issued to him. He did not file any satisfactory reply regarding reason of absence, as such, enquiry was ordered wherein full and fair opportunity was given to the Petitioner to defend his case. Petitioner neither cross examined the management witness nor produced his own witness. The charges were found to be proved against him and thus, he was dismissed from the service. There is no reason to show any sympathy or leniency in favour of the Petitioner workman and Petition deserves to be dismissed.

6. Parties were directed to produce their evidence. Management has filed original departmental proceeding papers running into 23 pages which is mentioned in the list produced by the management, consisting of dismissal order, show cause notice, charge sheet, enquiry proceeding and another show cause notice, appeal and reply of the management.

7. Before hearing the parties on the merits under Sec. 11A, since enquiry was conducted in the case before passing dismissal order, legality of domestic enquiry was considered. During that proceeding Learned Counsel for the workman moved memo dated 13-2-2009 conceding legality and validity of the domestic enquiry which was held to be legal and valid.

8. Parties were heard under Sec. 11A of the Industrial Disputes Act, 1947. Both parties have filed their written submissions. It has been argued by the Learned Counsel for the workman that the Petitioner workman has submitted his explanation wherein he stated that he was suffering with stomach pain and he find it difficult to attend his duties as the distance between Mandamarri village and SRP II Incline is too long. He further stated that he had taken treatment in a private clinic but he has filed no paper of treatment. His statement was not challenged before the Enquiry Officer as such, the Enquiry Officer was duty

bound to accept the statement of workman. As against this argument of the Learned Counsel for the Petitioner, Learned Counsel for the Respondent has argued that Petitioner/Workman during course of enquiry voluntarily admitted that, he remained absent from duty frequently during 1996, he find it difficult to attend his duties as the distance between his village and SRP II Incline is too long and he has further stated that he has no paper of medical treatment, he has not submitted any application with regard to his loss of pay leave nor intimated the cause. Petitioner has further admitted that he remained absent unauthorizedly and admitted guilty of charges levelled against him. The Petitioner himself has admitted that he has no paper in support of his medical treatment. He has voluntarily admitted his guilt in that event, there was no occasion for the Enquiry Officer to cross-examine the witness because, the Petitioner has stated that he has no paper and he is pleading guilty that he remained unauthorizedly absent. In that event, it was the sole responsibility of the Petitioner workman has to prove that his absence was for any genuine and reasonable cause for which only medical report was the genuine and supporting paper which was not available with the workman. In that event, when the Petitioner worked only for one day during the year of 1996, it cannot be said that whatever Petitioner/Workman stated before the Enquiry Officer about the reason of his absence could have been taken to be proved and it was not required to be supported with any medical evidence.

9. I have considered the argument for Learned Counsels for the parties and I have given careful consideration to the above argument, in the light of the arguments this Tribunal has to adjudicate :

- (I) Whether the absence of the Petitioner in the year 1996 was for any genuine and valid reason ?

The Respondent has raised the objection that petition was raised after ten years and suffers from delay and latches. In these circumstances Tribunal has to consider :

- (II) Whether the Petition suffers from delay and latches? and

- (III) To what relief if any the Petitioner workman is entitled ?

10. Point No. (I) : It is undisputed case of the parties that Petitioner/Workman was initially appointed as badli filler in the year 1993 later on he was confirmed as coal filler in 1995. It is also undisputed that Petitioner remained absent during the year 1996. The only question for consideration is whether the absence of Petitioner was for any genuine and reasonable cause or not ? The Petitioner has stated before the Enquiry Officer as well as through his claim statement that he was suffering with stomach

pain and he find it difficult to attend his duties as the distance between Mandamarri Village and SRP II Incline is too long. He has further admitted that he has no medical reports with him. It is also undisputed that Petitioner during course of enquiry has admitted his guilt. From the evidence adduced by the management, during course of the enquiry it is being found that Petitioner has worked for only one day during the entire period of 1996. The reason of absence is the stomach pain of the Petitioner. In case the Petitioner was suffering from the stomach pain through out the year 1996 he would have certainly taken treatment from any of the medical practitioner. But he has not been able to produce a single piece of paper to support his statement that he has taken treatment from any hospital or medical practitioner. When Petitioner has claimed that he was suffering with the stomach pain it was his duty to prove that through out the year for 364 days he was suffering from the stomach pain and he was not in a position to perform journey from his village to his work place. Not only that if the Petitioner was suffering with the stomach pain why he did not inform his superiors or why he did not apply for leave etc. has also not been explained by him. Thus, the mere statement of the Petitioner that he remained absent due to stomach pain is not sufficient to prove the genuineness and reasonableness of his absence from duty for a period of 364 days through out the year 1996 and Enquiry Officer has not committed any mistake or perversity in coming to the conclusion that the absence of Petitioner was for insufficient cause or unreasonable cause. This Tribunal is also of the opinion that Petitioner's absence was without any sufficient or reasonable cause. Point No. (I) is decided accordingly.

11. **Point No. (II)** : It is undisputed fact that Petitioner was dismissed from the service in the year 1997 and he has filed this petition in the year 2007 i.e., after lapse of 10 years, no reasonable and plausible explanation has been given by the Petitioner for not filing this petition within a reasonable time as such, this Tribunal is of the opinion that petition suffers from unreasonable delay and laches. Point No. (II) is decided accordingly.

12. **Point No. (III)** : Petitioner/Workman has not been able to prove that his absence was for any reasonable cause or valid cause as such, the management was left with no option but to dismiss the Petitioner from the service who put in only one day's muster during the entire year of 1996. The punishment cannot be said to be excessive or disproportionate and he deserves no sympathy or leniency and he is not entitled for any relief. Point No. (III) is decided accordingly.

13. In view of the above discussion, this tribunal is of the view that the Management of M/s. Singareni Collieries Company Ltd., is justified in dismissing the Petitioner Sri Dugina Shankar and petition deserves to be dismissed. Accordingly, the petition is dismissed. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 14th day of March, 2011.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for Petitioner	Witnesses examined for the Respondent
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NIL	NIL
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Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 6 जून, 2011

का. आ. 1771.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 58/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1771.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 58/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

Shri Ved Prakash Gaur, Presiding Officer

Dated, the 9th day of March, 2011

Industrial Dispute L.C. No. 58/2009

BETWEEN:

Sri G. Rajaiah,
S/o. Yellaiah,
R/o H. No. 1-86, Odela Mandal,
Post Madatha,
Karimnagar District-505 152

... Petitioner

AND

1. The Director (P, A & W),
M/s. Singareni Collieries Company Ltd.,
Kothagudem, Khammam District
2. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Bhoopalpally Area,
Warangal District

... Respondents

APPEARANCES:

For the Petitioner : M/s. G. Vidya Sagar, K. Udaya Sri,
P. Sudheer Rao & D. Sunil Kumar,
Advocates

For the Respondents : M/s. P.A.V.V.S. Sarma & Vijaya
Laxmi Panguluri, Advocates

AWARD

This petition has been filed by Sri G. Rajaiah under Sec. 2A(2) of the I.D. Act, 1947 challenging the dismissal order of Respondent/management dated 27/31-10-2007.

2. It has been alleged by the Petitioner/Workman that he joined the company on 27-12-1988 as floating badli filler at KK-II Incline, Mandamarri Division, subsequently he was promoted as coal filler vide order dated 27-12-1995 and he was granted one additional SPRA w.e.f. 13-4-2003.

3. While discharging his duties as coal filler, Petitioner fell sick in the month of April, 2006. He took treatment in the company's Medical Department, Kothagudem and Management was informed accordingly. The Petitioner again approached the Medical Department of company on 25-8-2006 and Doctors certified that he has to take treatment for his illness and declared him unfit from 1-8-2006 and he was discharged from hospital for duties declaring him fit on 25-8-2006. Since he could not recover from the sickness he approached private Doctor, i.e., Balaji Hospital, Orthopaedic and General Surgical Hospital, Warangal on 16-9-2008 for better treatment. The Petitioner approached Sreedhar Allergy & Chest Clinic, Hanamkonda on 20-11-2006 and he was advised to take further treatment. Thereafter he approached company's Medical Department on 16-12-2004. All this sickness was informed to the management. Petitioner submitted his medical certificates, he was issued with charge sheet on 16-1-2007 that he remained absent from duty for 195 days during the period from January, 2006 to December, 2006. The Petitioner submitted that he has submitted leave application and medical certificates from time to time.

Instead of considering those applications charge sheet has been issued to him and enquiry was ordered. Petitioner examined himself as defence witness but without considering the statement of the Petitioner Enquiry Officer has submitted report that the charges were proved against the Petitioner. The Petitioner has submitted that in the month of March, 2007 also he fell sick and approached company's Medical Department. Enquiry Officer conducted the enquiry without giving reasonable opportunity to the Petitioner, a perverse and baseless report was submitted by the Enquiry Officer. The Disciplinary Authority has also not applied his mind and passed dismissal order and without considering the mercy application of the Petitioner. The Director, PAW, rejected his application vide order dated 9-8-2008 as such, the punishment imposed on the Petitioner workman is illegal, arbitrary and violative of principles of natural justice deserves to be quashed and Petitioner is entitled to back wages and reinstatement.

4. Management has filed counter statement wherein management has alleged that the Petitioner's services were terminated on 27/31-10-2007, he has filed this petition after one year and 4 months and it is liable to be dismissed. The Petitioner was appointed as badli filler in the Respondent company on 31-12-1988 and was promoted as coal filler. However, he was issued with a charge sheet dated 16-1-2007 for his absence from duties on various dates, during the period 1-1-2006 to 31-12-2006 without sanctioned leave or sufficient cause. The Petitioner submitted his explanation which was not found to be satisfactory as such, domestic enquiry was conducted.

5. Petitioner appeared before the Enquiry Officer on 1-3-2007, participated in the enquiry proceeding. Workman was given full and fair opportunity to conduct his defence. The Petitioner admitted before the Enquiry Officer that he remained absent on the dates mentioned in the charge sheet due to ill-health of his wife and father. He could not give sufficient explanation for his absence. The Enquiry Officer has submitted report on the basis of the evidence produced before him stating that the charges levelled against the Petitioner were proved, on the basis of which another show cause notice was given to the Petitioner to submit his representation on the enquiry report. Petitioner's attendance was not satisfactory prior to the charge sheet also, as such, the management has no other option but to dismiss the Petitioner from service.

6. Petitioner workman submitted xerox copy of appointment letter and xerox copy of office order dated 27-12-1995 and 13-4-2003, xerox copy of fit certificate dated 28-4-2006, xerox copy of fit certificate dated 25-8-2006, prescription of Dr. P. Sreenivas dated 16-9-2006, xerox copy of information dated 11-12-2006 from Sreedhar Allergy & Chest Clinic and xerox copy of fit certificate dated 16-12-2006. The management has filed office copy

of the charge sheet, original enquiry proceeding file, original enquiry report and office copy of punishment order.

7. I have heard counsel for management as the counsel for the Petitioner did not participate in argument proceedings.

8. I have heard Learned Counsel for the Respondent management. It has been argued by the Learned Counsel for the management that during course of the enquiry the Petitioner has not submitted any medical or fit certificate, his statement was recorded by the Enquiry Officer wherein the Petitioner has stated that during the year 2006 his wife became mentally ill and started behaving abnormally. The workman has taken her to various hospitals for treatment which could give a better stage after prolonged treatment. He never mentioned that he remained absent due to his own illness or he has taken treatment in the company's hospital or any hospital. He has further stated that he remained absent without prior permission as mentioned in the charge sheet and did not take treatment in company's hospital in the year 2006. The statement of the Petitioner workman during course of enquiry fully proved the charges levelled against the Petitioner workman. Since Petitioner did not averred before the Enquiry Officer that he took treatment in the company's hospital or produced any medical certificate during course of enquiry, the finding of the Enquiry Officer cannot be said to be perverse or without application of the mind.

9. I have considered the above argument of the Learned Counsel for the Respondent management. I have gone through the evidence available on the record. This Tribunal has to consider the following points :

- (i) Whether the action of the management in terminating the services of the Petitioner workman is legal and justified ?
- (ii) Whether the Petitioner workman is entitled for any relief or not ?

10. Point No. (I) : It is not disputed that the Petitioner was appointed as floating badli filler on 27-12-1988 and was promoted as coal filler vide order dated 27-12-1995 and he was granted additional SPRA w.e.f. 13-4-2003. The dispute is that according to the management Petitioner remained absent during the entire year of 2006, he absented for 195 days and he put in only 94 musters during the entire period. The Petitioner's contention is that he remained sick and produced medical certificates. In para 2 of the claim statement he has stated that, in April, 2006 he fell sick, again in August, 2006 he fell sick and took treatment in company's hospital. He has taken treatment from Sreedhar Allergy & Chest clinic, Hanamkonda and company's Medical Department as well. The Petitioner workman has tried to support his contention by producing

xerox copies of fit certificates, but, during course of the enquiry when Petitioner was examined before the Enquiry Officer, Petitioner has categorically stated before the Enquiry Officer that I did not report in any of the hospitals of the company in the year 2006. This prove that the alleged xerox copies of the fit certificates are concocted documents and no reliance can be placed on these documents produced by the workman along with his claim statement. If the Petitioner was sick during the year 2006 he was free to state this fact before the Enquiry Officer but, before the Enquiry Officer the Petitioner stated that during the year 2006 his wife became mentally ill and started behaving abnormally. He took her to various hospitals for treatment. Then his father became sick and he took his father to the hospital for his treatment. He remained absent due to illness of his father and wife. This categorical statement of the Petitioner workman before the Enquiry Officer proved that whatever material the Petitioner has placed before this Tribunal along with his claim statement is a fabricated piece of document. The Petitioner was not ill during the year 2006 that is why he accepted that he did not report in company's hospital during the year 2006. He has further stated that he remained absent without prior permission. Thus, the finding of the Enquiry Officer that the charges against the Petitioner is proved is based on the evidence placed before the Enquiry Officer and own admission of the Petitioner workman.

11. Though the Petitioner workman has challenged the legality and decision on the Enquiry Proceeding, but, he has not challenged the same before this Tribunal and this Tribunal has come to the conclusion vide its order dated 18-8-2010 that the enquiry proceeding was legally and validly conducted. Not challenging the enquiry proceeding before this Tribunal is also one of the reason for this Tribunal to come to the conclusion that the finding arrived by the Enquiry Officer is legal and justified and this Tribunal is also of the opinion that the Petitioner workman remained absent on several days i.e., for 195 days, during the year 2006 without any reasonable cause, without sanctioned leave and intimation to the management. Thereby the charges against the Petitioner were proved. The absence of the Petitioner during the year 2006 was for unreasonable and insufficient cause. Point No. (I) is decided accordingly.

12. Point No. (II) : The Petitioner has not been able to prove that his absence for the year 2006 was for any sufficient reason, the Petitioner is not entitled for any relief. He does not deserve any sympathy from this Tribunal and petitioner deserves to be dismissed.

13. From the above discussion, this Tribunal is of the view that the management of M/s. Singareni Collieries Company Ltd., is justified in dismissing the Petitioner

Sri G. Rajaiah, accordingly, the petition is dismissed. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her, corrected by me on this the 9th day of March, 2011.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 6 जून, 2011

का. अं. 1772.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 8/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1772.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 8/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

Shri Ved Prakash Gaur, Presiding Officer.

Dated, the 7th day of March, 2001

Industrial Dispute L.C. No. 8/2004

BETWEEN:

Sri Ch. Andraiah,
S/o Mallaiah,
R/o H. No. 2-2-20/B/7-I 8,
II Floor, Beside Anitha Apartments,
D.D. Colony, Baghamburpet,
Hyderabad

... Petitioner

AND

1. The Chief General Manager,
Singareni Collieries Co. Ltd.,
Ramagundam Area-1,
Karimnagar District.

2. The General Manager,
Godavarikhani II-A Incline,
Singareni Collieries Co. Ltd.,
Godavarikhani,
Karimnagar District

... Respondent

APPEARANCES:

For the Petitioner : M/s. T. Hanumantha Reddy,
P. Madhavi Devi, B. Ravinder
Reddy, Advocates

For the Respondent : M/s. P.A.V.V.S. Sarma & Vijaya
Laxmi Panguluri, Advocates for
R1 & R2

AWARD

This case has been re-registered on the direction of the Hon'ble High Court of A.P. Hyderabad by order dated 26-10-2007 remanding the case for hearing the parties on the question of punishment awarded to the Petitioner workman.

2. Petitioner Sri Ch. Andraiah filed the original claim petition under Sec. 2A(2) of Industrial Disputes Act, 1947 challenging the order of his termination stating therein that his absence from duty was based on reasonable and adequate grounds, punishment of dismissal imposed on him is disproportionate and hence, he prayed this Tribunal to quash the dismissal order.

3. Counter statement was filed by the management stating therein that Sri Ch. Andraiah put in 91 musters in 1998, 103 musters in 1999 and 109 musters during 2000. He was habitual absentee, he never informed about his absence nor moved any petition for the leave etc. He pretended that he is leader of the union as such, rules are not binding on him etc.

4. My Learned Predecessor held the enquiry to be legal and valid. After hearing under Sec. 11A of Industrial Disputes Act, 1947 my Learned Predecessor has come to the conclusion that Petitioner's conduct is not satisfactory and he deserves no sympathy. From 1999 till 2002 he did not improve his attitude, he was not sincere, he calls

himself a union leader and he says that he used to inform on telephone about his absence and management never insisted for written letter of leave. My Learned Predecessor also held that the attitude of the workman towards his service is not sincere. The workman styled himself as union leader and thought that he can do what so ever he likes. Even thereafter, my Learned Predecessor set aside the punishment order and ordered for reinstatement.

5. Said order of reinstatement was challenged by the management before Hon'ble High Court of A.P. and the Petitioner did not participate in the proceedings in the Hon'ble High Court. Thus, the Hon'ble High Court was forced to hear the management counsel and has passed the order setting aside the award of this Tribunal and directed this Tribunal to reconsider about the punishment imposed on the Petitioner as to whether the said punishment is disproportionate to the proved misconduct and if so what is just punishment which could have been imposed.

6. After receiving record of this case from Hon'ble High Court, notices were issued to the parties. Workman appeared through his counsel and sought several adjournments. However, on 4-3-2011 he neither appeared nor his counsel appeared nor any memo of adjournment was moved as such, this Tribunal has no other option but to hear the argument of the Respondent's counsel who was present in the court.

7. I have heard the counsel for the Respondent management and I have gone through the record.

8. This Tribunal has to consider, whether the punishment imposed by the management is proportionate ?

9. So far as the question of proof of misconduct is concerned that has been upheld by my Learned Predecessor as well as by Hon'ble High Court. The only question is that of quantum of punishment imposed on the Petitioner. Enquiry report shows that Petitioner has put in 91 days attendance, rest of the days he remained absent. The record submitted by the management shows that in the month of January, 1998 Petitioner absented for 10 days, in February absented for 6 days, in March he absented for 12 days, in April he absented for 16 days, in May he absented for 17 days, in June he absented for 25 days, in July he absented for 20 days, in August he absented for 12 days, in September he absented for 14 days, in October he absented for 5 days, in November he absented for 13 days and in December he absented for 13 days. Management witnesses had categorically stated that Petitioner remained absent without any application for leave and without any information. This shows the attitude of the Petitioner workman that he was not sincere to his job. Why he remained absent during the year 1998 for a period of 274 days no plausible reason was given by the

Petitioner workman. My Learned Predecessor has already held that Petitioner was not sincere to his duties, being union leader he thought that he could do whatever he likes. This finding of fact has not been assailed by Petitioner workman before Hon'ble High Court as such, it still holds good and in presence of this finding this Tribunal is of the opinion that the management has committed no mistake in dismissing the services of the Petitioner workman who wanted to work as per his own whims and fancies. The punishment imposed on the Petitioner is neither excessive nor shockingly disproportionate as such, the punishment imposed by the management was the only proper punishment which can not be substituted by any other punishment. Question is decided accordingly.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 7th day of March, 2011.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for— the Petitioner	Witness examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 6 जून, 2011

का. आ. 1773.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 121/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-11)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1773.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 121/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation

to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad Under Section 20 of the Legal Services Authorities Act, 1987)

Friday, the 25th day of February, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjana Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of Case LCID No. 121 of 2006/PLAC 36/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN :

Duriseti Venkatesham, (EC No. 2369303),
S/o Rajalingu,
Ex-Badli Filler at CH-2 Incline,
IK & CHNR Area, Singareni Collieries Company
Limited, Adilabad District ... Petitioner

AND

1. The Singareni Collieries Company Limited,
Rep. by its General Manager,
IK & CHNR Area, Adilabad District
2. The Superintendent of Mines,
CH-2, Incline, IK & CHNR Area,
Singareni Collieries Company Ltd.,
Adilabad District ... Respondents

This case is coming up before The Lok Adalat on 25-3-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri P.A.V.V.S. Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

The petitioner had agreed to the following proposals of the Management to appoint him as fresh Badli Coal

Filler, as the petitioner had put in 100 musters in the two years of the preceding 5 years of dismissal and raised the dispute within three years from the date of dismissal from service. The following contents are read over and explained to the petitioner in his language and agreed by him by signing the same :

- (a) The petitioner workman agreed to treat his appointment as fresh appointment as Badli Coal Filler without back wages and continuity of service, subject to medical fitness by Company Medical Board.
- (b) Irrespective of past designations, petitioner/workman agrees to the appointment as Badli Coal Filler afresh on Coal filling, wherever coal filling is available and need not be the same place where the workman was last employed.
- (c) The petitioner workman agrees for observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any shortfall of attendance during the 3 months period, his services will be terminated without any further notice and enquiry.
- (d) Respondent Management agreed that any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (e) All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, day of rest, holidays etc., for appointment afresh.

This LCID is disposed of accordingly. The respondent management is directed to take him back to duty as Badli Coal Filler afresh wherever coal filling is available.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the Members of this Lok Adalat Bench.

Sd/- Sd/-
Signature of Applicant(s) Signature of Respondent(s)
Sd/-
Signature of Counsel for Applicant(s)

Sd/-
Signature of Counsel for Respondent(s)
1. Sd/- 2. Sd/- 3. Sd/-
Signature of Presiding Officer & Members of the Bench

T. PATTABI RAMA RAO, Presiding Officer

Note : This award is final and binding on all the parties and no appeal shall lie to any court as per Section 21(2) of LSA, Act, 1987.

नई दिल्ली, 6 जून, 2011

का. आ. 1774.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 66/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1774.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 66/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]

D.S.S. SRINIVASARAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad Under Section 20 of the Legal Services Authorities Act, 1987)

Friday, the 25th day of February, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of Case LCID No. 66 of 2009/PLAC 34/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Gujjula Raja Narsu, S/o Mondli,
Aged 48 years, Occupation : Coal Filler
MK-4, Incline, Shanthi Kahani,
Quarter No. 323, Shanthi Khani,
Bellampally, Adilabad Dist. ... Petitioner/Workmen

AND

1. The Singareni Collieries Company Limited,
Rep. by its General Manager,
Mandamarri Area,
Kalyani Khani, Adilabad District
2. Colliery Manager,
MK-4 Incline,
Singareni Collieries Company Ltd.,
Mandamarri Area,
Kalyani Khani, Adilabad District ... Respondents

AWARD

This case is coming up before The Lok Adalat on 25-2-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri Venkateshwar Varanasi, and the Respondent too, being present in person/represented by his counsel, Sri P.A. V.V.S. Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

The petitioner had agreed to the following proposals of the Management to appoint him as fresh Badli Coal Filler, as the petitioner had put in 100 musters in the two years of the preceding 5 years of dismissal and raised the dispute within three years from the date of dismissal from service. The following contents are read over and explained to the petitioner in his language and agreed by him by signing the same :

- (a) The petitioner workman agreed to treat his appointment as fresh appointment as Badli Coal Filler without back wages and continuity of service, subject to medical fitness by Company Medical Board.
- (b) Irrespective of past designations, petitioner workman agrees to the appointment as Badli Coal Filler afresh on Coal filling, wherever coal filling is available and need not be the same place where the workmen was last employed.
- (c) The petitioner workman agrees for observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any shortfall of attendance during the 3 months period, his services will be terminated without any further notice and enquiry.
- (d) Respondent Management agreed that any forced absenteeism on account of mine accidents/natural disease, treatment taken at

Company's Hospitals will be deemed as attendance during the trial period.

- (e) All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, day of rest, holidays etc., for appointment afresh.

This LCID is disposed of accordingly. The respondent management is directed to take him back to duty as Badli Coal Filler afresh wherever coal filling is available.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the Members of this Lok Adalat Bench.

Sd/- Signature of Applicant(s) Sd/- Signature of Respondent(s)

Sd/- Signature of Counsel for Applicant(s)

Sd/- Signature of Counsel for Respondent(s)

1. Sd/- Signature of Presiding Officer & Members of the Bench

T. PATTABI RAMA RAO, Presiding Officer

Note: This award is final and binding on all the parties and no appeal shall lie to any court as per Section 21(2) of LSA Act, 1987.

नई दिल्ली, 6 जून, 2011

का. आ. 1775.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 58/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1775.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 58/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]
D.S.S. SRINIVASARAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Friday, the 25th day of February, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjana Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of Case LCID No. 58 of 2006/PLAC 32/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Bonda Dinakar,
S/o B. William,
Employee Code No. 2366818,
Aged 39 years, Worked as Badli Coal Filler,
SRP RK 8 Incline,
R/o RK-6 Colony, Ganesh Nagar,
H. No. 16-33, Sri Rampur,
Adilabad Distt. A.P. ... Petitioner

AND

The Singareni Collieries Company Limited,
Rep. by its Director (PA & W),
Kothagudem, Khammam District. ... Respondents

This case is coming up before the Lok Adalat on 25-2-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri Anoop Kumar Vedati, and the Respondent too, being present in person/represented by his counsel, Sri P.A.V.V.S. Sarma on a perusal of the case record, after considering the hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

The petitioner had agreed to the following proposals of the Management to appoint him as fresh Badli Coal Filler, as the petitioner had put in 100 musters in the two years of the preceding 5 years of dismissal and raised the dispute within three years from the date of dismissal from service. The following contents are read over and

AND

- hours of work, day of rest, holidays etc., for appointment afresh.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the Members of this Lok Adalat Bench.

Sd/-
Signature of Counsel for Applicant(s)

Sd/-
Signature of Counsel for Respondent(s)

1. Sd/- 2. Sd/- 3. Sd/-

Signature of Presiding Officer & Members of the Bench

T. PATTABI RAMA RAO, Presiding Officer

Note : This award is final and binding on all the parties and no appeal shall lie to any court as per Section 21(2) of LSA Act, 1987.

नई दिल्ली, 6 जून, 2011

का. आ. 1777.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 33/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1777.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 33/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]
D.S.S. SRINIVASARAO, Desk Officer

This case is coming up before the Lok Adalat on 25-2-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri K. Vasudeva Reddy, and the Respondent too, being present in person/represented by his counsel, Sri P.A.V.V.S. Sarma on a perusal of the case record, after considering the hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

**AWARD UNDER SECTION 21 OF THE L.S.A.
ACT, 1987**

The petitioner had agreed to the following proposals of the Management to appoint him as fresh Badli Coal Filler, as the petitioner had put in 100 musters in the two years of the preceding 5 years of dismissal and raised the dispute within three years from the date of dismissal from service. The following contents are read over and explained to the petitioner in his language and agreed by him by signing the same :

- (a) The petitioner workman agreed to treat his appointment as fresh appointment as Badli Coal Filler without back wages and continuity of service, subject to medical fitness by Company Medical Board.
- (b) Irrespective of past designations, petitioner workman agrees to the appointment as Badli Coal Filler afresh on coal filling, wherever coal filling is available and need not be the same place where the workman was last employed.
- (c) The petitioner workman agrees for observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any shortfall of attendance during the 3 months period, his services will be terminated without any further notice and enquiry.
- (d) Respondent Management agreed that any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (e) All other usual terms and conditions of appointment will be applicable i.e., transfer,

ANNEXURE**IN THE LOK ADALAT**

(For settlement of cases relating to CGIT-cum-Labour
Court at Hyderabad Under Section 20 of the Legal
Services Authorities Act, 1987)

Friday, the 25th day of February, Two Thousand and
Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the
APSLSA Order ROC No. 186/LSA/2006, dt. 22-8-2006)

In the matter of Case LCID No. 33 of 2008/PLAC 27/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN :

S. Mahesh,
S/o Shivanandi,
Employee Code No. 2210423,
Ex-Mining Sirdar,
LIG-1, 150, Housing Board Colony,
Karim Nagar Dist. ... Petitioner

AND

1. The Singareni Collieries Company Limited,
Rep. by its Kothagudem,
Khammam District
2. The Singareni Collieries Company
Limited ... Respondents

This case is coming up before the Lok Adalat on
25-2-2011 for settlement in the presence of the applicant
appearing in person/represented by his counsel Sri S.
Prasad Rao and the Respondent too, being present in
person/represented by his counsel, Sri P.A.V.V.S. Sarma
on a perusal of the case record, after considering and
hearing the case of both sides and with the consent of
both sides, the Lok Adalat has arrived at the following
settlement and delivered the following :

**AWARD UNDER SECTION 21 OF THE L.S.A.
ACT, 1987**

The petitioner had agreed to the following proposals
of the Management to appoint him as fresh Badli Coal
Filler, as the petitioner had put in 100 musters in the two
years of the preceding 5 years of dismissal and raised the
dispute within three years from the date of dismissal from
service. The following contents are read over and

explained to the petitioner in his language and agreed by
him by signing the same :

- (a) The petitioner workman agreed to treat his
appointment as fresh appointment as Badli
Coal Filler without back wages and continuity
of service, subject to medical fitness by
Company Medical Board.
- (b) Irrespective of past designations, petitioner
workman agrees to the appointment as Badli
Coal Filler afresh on Coal Filling, wherever coal
filling is available and need not be the same
place where the workman was last employed.
- (c) The petitioner workman agrees for
observation of one year with minimum
mandatory 20 musters every month and
review every three months on coal filling only
is absolutely essential. In the event of any
shortfall of attendance during the 3 months
period, his services will be terminated without
any further notice and enquiry.
- (d) Respondent Management agreed that any
forced absenteeism on account of mine
accidents/natural disease, treatment taken at
Company's Hospitals will be deemed as
attendance during the trial period.
- (e) All other usual terms and conditions of
appointment will be applicable i.e., transfer,
hours of work, day of rest, holidays etc., for
appointment afresh.

This LCID is disposed of accordingly. The
respondent management is directed to take him back to
duty as Badli Coal Filler afresh wherever coal filling is
available.

In agreement of the above, the parties/counsel have
affixed their signatures/thumb impressions in the presence
of the Members of this Lok Adalat Bench.

Sd/- Sd/-
Signature of Applicant(s) Signature of Respondent(s)

Sd/-
Signature of Counsel for Applicant(s)

Sd/-
Signature of Counsel for Respondent(s)

1. Sd/- 2. Sd/- 3. Sd/-

Signature of Presiding Officer & Members of the Bench

T. PATTABI RAMA RAO, Presiding Officer

Note : This award is final and binding on all the parties and
no appeal shall lie to any court as per Section 21(2)
of LSA Act, 1987.

नई दिल्ली, 6 जून, 2011

का. आ. 1778.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 26/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1778.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 26/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Friday, the 25th day of February, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjana Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of case LCID No. 26 of 2008/PLAC 26/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Buchi Sammaiah (EC No. 2911299),
S/o Late B. Veeraiah,
Worked as Badli Filler at CH2 Incline,
Singareni Collieries Company Limited,
Srirampur Area, Srirampur,
Adilabad District

... Petitioner

AND

1. The Singareni Collieries Company Limited,
Rep. by its General Manager,
Srirampur, Adilabad Distt.
2. The Colliery Manager, CH-2 Incline,
Singareni Collieries Company Limited,
IK & CHNR Mines, Srirampur, Adilabad Distt.

... Respondents

This case is coming up before the Lok Adalat on 25-2-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri P.A.V.V.S. Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

The petitioner had agreed to the following proposals of the Management to appoint him as fresh Badli Coal Filler, as the petitioner had put in 100 musters in the two years of the preceding 5 years of dismissal and raised the dispute within three years from the date of dismissal from service. The following contents are read over and explained to the petitioner in his language and agreed by him by signing the same :

- (a) The petitioner workman agreed to treat his appointment as fresh appointment as Badli Coal Filler without back wages and continuity of service, subject to medical fitness by Company Medical Board.
- (b) Irrespective of past designation, petitioner workman agree to the appointment as Badli Coal Filler afresh on coal filling, wherever coal filling is available and need not be the same place where the workmen was last employed.
- (c) The petitioner workman agree for observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any shortfall of attendance during the 3 months period, his services will be terminated without any further notice and enquiry.
- (d) Respondent Management agreed that any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (e) All other usual terms and conditions of appointment will be applicable i.e., transfer,

- (b) Irrespective of past designation, petitioner workman agree to the appointment as Badli Coal Filler afresh on coal filling, wherever coal filling is available and need not be the same place where the workman was last employed.
- (c) The petitioner workman agrees for observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any shortfall of attendance during the 3 months period, his services will be terminated without any further notice and enquiry.
- (d) Respondent Management agreed that any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (e) All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, day of rest, holidays etc., for appointment afresh.

This LCID is disposed of accordingly. The respondent management is directed to take him back to duty as Badli Coal Filler afresh wherever coal filling is available.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the Members of this Lok Adalat Bench.

Sd/- Signature of Applicant(s) Sd/- Signature of Respondent(s)

Sd/- Signature of Counsel for Applicant(s)

Sd/- Signature of Counsel for Respondent(s)

1. Sd/- 2. Sd/- 3. Sd/-
Signature of Presiding Officer & Members of the Bench

T. PATTABI RAMA RAO, Presiding Officer

Note : This award is final and binding on all the parties and no appeal shall lie to any court as per Section 21(2) of LSA Act, 1987.

नई दिल्ली, 6 जून, 2011

का. आ. 1780.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी

संख्या 4/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1780.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 4/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]

D.S.S. SRINIVASARAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad Under Section 20 of the Legal Services Authorities Act, 1987)

Friday, the 25th day of February, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of Case LCID No. 4 of 2007/PLAC 24/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Doli Balaran (EC No. 2056251),
S/o Dharmaiah,

Ex. General Mazdoor, OCP-I, RG-IV Area,
Singareni Collieries Company Limited,
Gadavarikhani, Karimnagar District

... Petitioner

AND

1. The Singareni Collieries Company Limited,
Rep. by its General Manager,
RG-IV Area,
Godavarikhani, Karimnagar Distt.

2. The Addl. General Manager,
OCP-I, RG-IV Area,
Singareni Collieries Company Ltd.,
Gadavarikhani, Karimnagar District

... Respondents

BETWEEN:

Sri Thota Chandraiah,
S/o Thota Balaraju,
C/o Sri Bhagwanthrao,
Advocate and Notary,
Near Sub-Court, Peedapalli

... Petitioner

AND

1. The General Manager,
M/s Singareni Collieries Company Ltd.,
Post Ramakrishnapur, Adilabad District

2. The Managing Director, (Admn.),
M/s Singareni Collieries Company Ltd.,
Post : Kothagudem, Khammam District

... Respondents

APPEARANCES:

For the Petitioner : Sri S. Bhagwanthrao, Advocate

For the Respondent : M/s P.A. V.V.S. Sarma and Vijaya-
laxmi Panguluri, Advocates

AWARD

This petition under Section 2A(2) of the I.D. Act, 1947 has been filed by Sri Thota Chandraiah, ex-badli filler to set aside the termination order dated 10-12-1998 and to reinstate the Petitioner workman with full back wages.

2. It is alleged by the Petitioner that he was appointed as badli filler on 1-12-1988. A charge sheet dated 12-9-1998 was issued alleging that the Petitioner was frequently absented for duties during the year 1996 which amounts to misconduct under company's Standing Order No. 25.25. The Enquiry Officer conducted the enquiry with pre-determined notion. The enquiry was not conducted properly and he was terminated from service on 10-12-1998. Petitioner worked upto 2001, he was not paid any subsistence allowance though enquiry continued for three years. He worked for 12 years in the Respondent organization. Hence, it is prayed that the impugned order be quashed and the Respondent be directed to reinstate the Petitioner with back wages and all consequential benefits.

3. Management has submitted reply alleging therein that Petitioner remained absent through out the year 1996 but for 61 musters which hampered the working of the company, the absence of the Petitioner was without any sufficient cause which is grave misconduct within the Standing Order 25.25 of the company and dismissal is not bad in the light of the case law reported in 1996(1) SCC 302 State of U.P. and Others Vs. Ashok Kumar Singh. Petitioner was appointed as badly filler on 1-1-1989 in Respondent company and later regularized as coal filler w.e.f. 1-9-1995. He has not put in 190 musters which is minimum for a workman in any year. This prove that the Petitioner was not sincere to his work. Therefore, a charge sheet was

issued to the Petitioner dated 12-9-1998 for unauthorized absence. Petitioner's contention that he was not afforded proper opportunity is incorrect. He was explained at every state of enquiry proceedings in Telugu and Petitioner affixed his thumb impression only after getting satisfied. Petitioner did not availed the assistance of co-worker though he was given the opportunity to take the help of a co-worker. Petitioner admitted during enquiry that he remained absent without sanctioned leave. Petitioner did not produce any sickness proof, thus he has failed to produce any documentary evidence before the Enquiry Officer. Being an underground employee he had to put in 190 musters in a calendar year whereas he had put in 77, 61, 153 and 109 musters during the years 1995, 1996, 1997, and 1998 respectively. He intentionally absented himself without any reason or cause. Such unauthorized absence creates sudden void, at a time is very difficult to fill-up and already planned schedules get suddenly disturbed without prior notice which compelled the Respondent to take severe action against unauthorized absentees. It is further submitted that subsistence allowance is payable only to those employees who are placed under suspension pending enquiry, whereas the Petitioner was not placed under-suspension. The Petitioner though cited ill health as the cause of his absenteeism, he did not specify the disease with which he was suffering and did not substantiate the same with valid documentary evidence. Petitioner's dismissal order is not disproportionate to the misconduct committed by him since Petitioner was not regular to his duties company has dismissed him. Hence, the petition be dismissed.

4. Parties were directed to produce evidence in support of their claims. Petitioner has filed copy of representation dated 26-12-2006, xerox copy of charge sheet, original dismissal order, pay-slip and letter of head office. However, the Respondent has filed copy of charge sheet acknowledgement of charge sheet, explanation submitted by the Petitioner, notice of enquiry, entire domestic enquiry proceedings, enquiry report, show cause notice issued to him, his explanation against show cause notice and dismissal order.

5. On the point of the legality and validity of domestic enquiry conducted by the management it is pertinent to mention that Learned Counsel for the Petitioner moved memo dated 8-7-2009 conceding the validity and legality of the domestic enquiry as such, the domestic enquiry was held to be legal and valid.

6. I have gone through the claim petition, counter statement and documents filed by the parties and heard arguments of Learned Counsel for the Respondent.

7. It is admitted fact that the Petitioner has put in only 61 musters during the year 1996 for which a chargesheet dated 12-9-1998 was issued to the Petitioner against which the Petitioner filed his explanation stating

therein that he remained absent because of ill-health. It is also admitted that domestic enquiry was conducted and Petitioner participated in the domestic enquiry. On the basis of the report submitted by the Enquiry Officer dismissal order has been passed against the Petitioner which is under challenge. In this case this tribunal has to consider :

- (1) Whether the absence of Petitioner during the year 1996 was for any sufficient and reasonable cause or not and the report of Enquiry Officer is based on evidence or not ?
- (2) Whether the punishment imposed upon the Petitioner is disproportionate to the misconduct committed by the Petitioner ?

8. Point No.1 : The Petitioner has submitted that he was sick due to which he remained absent during the year 1996 and put in 61 musters during the year 1996. His statement was recorded by the Enquiry Officer, during course of the enquiry, he stated that he worked for 61 days and remained absent for 211 days in 1996 due to health problems, but has not been able to provide any single document before the Enquiry Officer to substantiate his allegations. In his reply dated 15-9-1998 he wrote that he was not keeping good health due to which he could not attend to his duties regularly. As against this, the management has produced Sri M. V. G. V. Krishna Rao, POA and Sri Rafeq Ahmed, Pay Sheet Clerk to prove that Petitioner remained absent without any leave or without any intimation during the year 1996 from January to December. Since absence of the Petitioner was admitted by the Petitioner himself it was the sole duty of the Petitioner to prove that his absence was due to any cogent reason or sufficient cause. Petitioner was not able to prove that his absence during the year 1996 was due to sufficient reason. Though he stated that he was absent due to ill-health but he has not provided any evidence or proof in support of his illness or treatment for ill-health. Even if it is presumed that Petitioner remained absent due to the ill-health why he did not inform his superiors regarding the same has not been explained by the Petitioner. Thus, the finding of the Enquiry Officer that Petitioner's absence during the year 1996 was without any sufficient reason or valid cause is based on evidence and reasoning and no fault can be found in the finding arrived at by the Enquiry Officer.

9. This tribunal is also of the opinion that the Petitioner remained absent without any intimation to his employer during the year 1996, his absence was without any reasonable or sufficient cause and thereby the Petitioner has committed misconduct mentioned in para 25.25 of the Standing Orders of the company. Point No. 1 is decided accordingly.

10. Point No. 2 : So far as the question of punishment is concerned the Petitioner has not been able to justify his absence during the year 1996, he has voluntarily admitted

before the Enquiry Officer that he remained absent during 1996 and could attend only 61 musters though the Respondent management has stated in the counter statement that Petitioner remained absent during the years and he had put in 77, 61, 153 and 109 musters during the years 1995, 1996, 1997 and 1998 respectively which was not mentioned in the chargesheet. However, this fact was not brought before the Enquiry Officer also. As such, the previous absence cannot be taken into consideration but the absence in the year 1996 is surely a grave misconduct and management has not committed any mistake in passing the punishment of dismissal against the Petitioner. Moreover, Learned Counsel for the Petitioner has conceded the domestic enquiry conducted as valid by filing memo before this tribunal which implies enquiry has been validly and legally conducted by following principles of natural justice by the Respondent management. In the present circumstances, this Tribunal has to see whether the punishment imposed is harsh or disproportionate to the misconduct committed by the Petitioner. In view of the above discussion, as the Petitioner could not substantiate his case with valid documentary evidence neither before the Enquiry Officer nor before this Tribunal, as such, this Tribunal is of the opinion that punishment imposed on the Petitioner is proper by following principles of natural justice. The Learned Counsel for the Petitioner has argued that the Petitioner's family is starving due to dismissal of the Petitioner against which Learned Counsel for the Respondent has argued that Petitioner himself is responsible for the starvation of the family members, the Petitioner was a unwilling worker who has not cared to perform his duties with sincerity as such, the punishment was proper and interference is not required in this case.

11. I agree with the argument of the Learned Counsel for the Respondent and I am also of the considered opinion that the punishment imposed on the Petitioner is neither excessive nor disproportionate and Petitioner is not a deserving person for any lenient view to be taken in favour of the Petitioner. The Petitioner himself is responsible for the starvation of his family members, no interference is required in the matter of the punishment. Point No. 2 is decided accordingly.

12. From the above discussion, this tribunal is of the considered opinion that the claim petition is unfounded, no interference is required in this case. Petitioner is not entitled for any relief, petition deserves to be dismissed and it is dismissed. Hence this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected by me on this the 14th day of March, 2011.

VED PRAKASH GAUR, Presiding Officer.

Appendix of EvidenceWitnesses examined for
the Petitioner

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 6 जून, 2011

का. आ. 1782.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 54/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1782.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 54/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE**IN THE LOK ADALAT**

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Friday, the 25th day of March, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of case LCID No. 54 of 2007/PLAC 41/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Durgam Latchulu, (EC No. 2094607),
S/o Posham,
Ex-Coal Filler, RK NT Incline,
Singareni Collieries Company Limited,
Srirampur Area, Srirampur,
Adilabad District

... Petitioner

AND

1. The Singareni Collieries Company Limited,
Rep. by its General Manager,
Srirampur Area, Srirampur, Adilabad Distt.
2. The Supdt. of Mines,
Singareni Collieries Company Limited,
RKNT Incline, Srirampur Area,
Srirampur, Adilabad Distt.

... Respondents

This case is coming up before the Lok Adalat on 25-3-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri H. V. Hanumantha Rao on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

**AWARD UNDER SECTION 21 OF THE L.S.A.
ACT, 1987**

The petitioner had agreed to the following proposals of the Management to appoint him as fresh Badli Coal Filler, as the petitioner had put in 100 musters in the two years of the preceding 5 years of dismissal and raised the dispute within three years from the date of dismissal from service. The following contents are read over the explained to the petitioner in his language and agreed by him by signing the same :

- (a) The petitioner workman agreed to treat his appointment as fresh appointment as Badli Coal Filler without back wages and continuity of service, subject to medical fitness by Company Medical Board.
- (b) Irrespective of past designation, petitioner workman agreed to the appointment as Badli Coal Filler afresh on Coal filling; wherever coal filling is available and need not be the same place where the workman was last employed.
- (c) The petitioner workman agreed for observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any shortfall of attendance during the 3 months period, his

services will be terminated without any further notice and enquiry.

- (d) Respondent Management agreed that any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (e) All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, days of rest, holidays etc., for appointment afresh.

This LCID is disposed of accordingly. The respondent management is directed to take him back to duty as Badli Coal Filler afresh wherever coal filling is available.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the Members of this Lok Adalat Bench.

Sd/- Signature of Applicant(s) Sd/- Signature of Respondent(s)

Sd/-
Signature of Counsel for Applicant(s)

Sd/-
Signature of Counsel for Respondent(s)

1. Sd/- 2. Sd/- 3. Sd/-

Signature of Presiding Officer & Members of the Bench

T. PATTABI RAMA RAO, Presiding Officer

Note : This award is final and binding on all the parties and no appeal shall lie to any court as per Section 21(2) of LSA Act, 1987.

नई दिल्ली, 6 जून, 2011

का. आ. 1783.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 16/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1783.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 16/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation

to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Friday, the 25th day of March, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Nirānjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-3-2006)

In the matter of case LCID No. 16 of 2007/PLAC 38/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Sabbani Shekhar,
S/o Rajaiah, Aged about 42 years
Ex. Badli Filler, Relay-B,
GDK-6, incline,
R/o H. No. 16-8-2/D,
Kakatiya Nagar, Godavarikhani,
Karimnagar District

... Petitioner

AND

1. The Singareni Collieries Company Limited,
Rep. by its Chief Manager,
Ramagundam, Area-I, Ramagundam,
Karimnagar District.
2. The Colliery Manager, RG-I Area,
GDK-6, Incline,
Singareni Collieries Company Ltd.,
Godavarikhani,
Karimnagar District.

... Respondents

This case is coming up before the Lok Adalat on 25-3-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri Venkateshwar Varanasi and the Respondent too, being present in person/represented by his counsel Sri P. A. V. V. S. Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of

both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

The petitioner had agreed to the following proposals of the Management to appoint him as fresh Badli Coal Filler, as the petitioner had put in 100 musters in the two years of the preceding 5 years of dismissal and raised the dispute within three years from the date of dismissal from service. The following contents are read over the explained to the petitioner in his language and agreed by him by signing the same :

- (a) The petitioner workman agreed to treat his appointment as fresh appointment as Badli Coal Filler without back wages and continuity of service, subject to medical fitness by Company Medical Board.
- (b) Irrespective of past designations, petitioner workman agrees to the appointment as Badli Coal Filler afresh on coal filling, wherever coal filling is available and need not be the same place where the workman was last employed.
- (c) The petitioner workman agrees for observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any shortfall of attendance during the 3 months period, his services will be terminated without any further notice and enquiry.
- (d) Respondent Management agreed that any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (e) All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, days of rest, holidays etc., for appointment afresh.

This LCID is disposed of accordingly. The respondent management is directed to take him back to duty as Badli Coal Filler afresh wherever coal filling is available.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the Members of this Lok Adalat Bench.

Sd/- Signature of Applicant(s) Sd/- Signature of Respondent(s)

Sd/- Signature of Counsel for Applicant(s)

Sd/- Signature of Counsel for Respondent(s)

1. Sd/-

2. Sd/-

3. Sd/-

Signature of Presiding Officer & Members of the Bench

T. PATTABI RAMA RAO, Presiding Officer

Note : This award is final and binding on all the parties and no appeal shall lie to any court as per Section 21(2) of LSA Act, 1987.

नई दिल्ली, 6 जून, 2011

का. आ. 1784.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 105/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1784.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 105/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR(C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday, the Tenth day of January, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjana Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of Case LCID No. 105 of 2007/PLAC 18/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

Proposals of the management :

... Respondent

LCID No. 105/07

[सं. एल-22013/1/2011-आई आर (सी-II)]
डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1785.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 97/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]
D.S.S. SRINIVASARAO, Desk Officer

ANNEXURE**IN THE LOK ADALAT**

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday, the Tenth day of January, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of Case LCID No. 97 of 2007/PLAC 17/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Merri Sunerdram,
S/o Bheem Reddy, Aged 32 years,
Ex. Coal Filler ... Petitioner

AND

General Manager,
Premgudrm Area 2,
Post Godavarkhani,
Distt. Karim Nagar and another ... Respondent

This case is coming up before the Lok Adalat on 10-1-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri S. M. Subhani on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following:

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

The petitioner having agreed to the detailed proposals of the Management (Clauses (a) to (g)), the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Awards), the Respondent is directed to take him back to duty forthwith, as Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the Members of this Lok Adalat Bench.

Sd/- Signature of Applicant(s)
Sd/- Signature of Respondent(s)
Sd/- Signature of Counsel for Applicant(s)

Sd/- Signature of Counsel for Respondent(s)

1. Sd/- 2. Sd/- 3. Sd/-
Signature of Presiding Officer & Members of the Bench
T. PATTABI RAMA RAO, Presiding Officer

Note : This award is final and binding on all the parties and no appeal shall lie to any court as per Section 21(2) of LSA Act, 1987.

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 97/2007

Proposals of the management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of the preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designation, appointment as Badli Coal Filler afresh on Coal filling where

coal filling is available and need not be the same place where the workman was last employed.

- (e) The observation of one year with minimum mandatory 20 musers every month and review every three months on coal filling only is absolutely essential. In the event of any short-fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under section 21 o LSA Act, 1987.

नई दिल्ली, 6 जून, 2011

का. आ. 1786.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 110/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]
डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1786.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 110/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD**

PRESENT:

Shri Ved Prakash Gaur, Presiding Officer.

25th day of February, 2011

Industrial Dispute L.C. I. D. No. 110/2007

BETWEEN

Sri Ambula Lingaiah,
S/o Mallaiah,
R/o Bellampalli,
C/o Sri S. Bhagwanth Rao,
Advocate, Near Sub-Court,
Peddapalli, District : Karimnagar ... Petitioner

AND

1. The Health Officer,
M/s. Singareni Collieries Company Ltd.,
Bellampalli.
2. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Bellampalli.
3. The Managing Director,
M/s. Singareni Collieries Company Ltd.,
Kothagudem, Distt. Khammam ... Respondents

APPEARANCES:

For the Petitioner : Sri S. Bhagwanth Rao, Advocate.
For the Respondent : M/s. P.A. V.V.S. Sarma and Vijaya
Laxmi Panguluri, Advocates.

AWARD

This petition is filed by Sri Ambula Lingaiah, Ex. Employee of M/s. Singareni Collieries Company Ltd., under Section 2A(2) of the I.D. Act, 1947 for declaring his dismissal order dated 22-1-1992 as illegal, arbitrary and unjustified.

2. It has been alleged by the Petitioner that he worked in Respondent company for 24 years as he joined the company in 1968 and was terminated in 1992. The Petitioner was examined by the Health Officer, Bellampalli who declared the Petitioner medically unfit and thereby his services were terminated. The Petitioner stated that he has left with 13 years more service, but he was illegally terminated depriving him of the employment of 13 years and thereby causing a loss of Rs. 3 lakhs which must be compensated by the management. He has further alleged that since he was terminated on the medical ground, his dependants are entitled for monthly monetary compensation of Rs. 3,000 per month which has been increased to Rs. 4,000 per month which has not been provided by the management. He has further alleged that Petitioner's dependants were entitled for employment, since the Petitioner was terminated from service on medical ground. Petitioner made representation to the management for providing employment to his son-in-law but no response

was given by the management as such, this petition to direct the Respondent to appoint the Petitioner's dependent with full back wages.

3. The claim has been opposed by the Respondent management. It has been alleged by the management that the grievances of the Petitioner and their service conditions are governed by All India Trade Union Congress Hind Mazdoor Sangh and Bharatia Mazdoor Sangh, who have entered into an agreement with National Coal Wage Agreement and the service conditions were governed by such agreement. Workman has not raised his grievance through the trade union nor he has approached the labour Department for conciliation, the petition is not maintainable under Section 2A(2) because the amendment is made by the State Government where the issue is the subject matter of Central Industrial Act. Hon'ble High Court of A.P., Hyderabad in W.A. No. 1151/2005 in the matter of Superintending Engineer, Irrigation Circle Department, Hyderabad and others Vs. B. Sathaiah and another dated 29-6-2007 held that a workman employed in an industry within the State of Andhra Pradesh who is aggrieved by the action of the employer in relation to the condition of the service other than dismissal, retrenchment or termination of the services can not make an application under Section 2A(2) of the Industrial Disputes Act, 1947. The Petitioner by his conduct has accepted the termination order and has filed the present case after lapse of 15 years 8 months. He was terminated from service on 22-1-1992 as there is delay and laches on part of the Petitioner workman this petition is not maintainable as held by Hon'ble Supreme Court in the matter of Assistant Executive Engineer, Karnataka Vs. Shivalinga reported in 2002 LLR-O-327. Petitioner has put in 39 years of the service in the company, his claim that he put in only 24 years of service is put to strict proof. The Petitioner was to retire only one year after he was terminated on medical ground, his allegation that he has left with '0' years of balance service is incorrect. The monthly maintenance scheme is available to the dependent and widow of deceased workman and not to the workman himself. The Petitioner was given entire monetary benefits on his cessation from the service which he has accepted and there is no ground for making this petition and petition deserves to be dismissed.

4. Parties were directed to produce evidence but the Petitioner did not adduce any evidence, hence, the evidence of the Petitioner was closed and the matter was posted for Respondent's evidence. On 25-2-2011 Respondent's counsel stated that since Petitioner has not filed any evidence he also will not file any evidence and the matter be closed hence, the evidence of both the parties has been closed and the argument of the Learned Counsel for the Respondent has been heard.

5. I have heard argument of the Respondent's counsel and I have gone through the file. It has been alleged by the Petitioner workman that he was illegally terminated

from the service and his dependents were not given any employment as per rules as his service was terminated on the ground of medical unfitness. Learned Counsel for the Respondent has stated that Petitioner served for 38 years with the management. He was examined by the Medical Board and not by Medical Officer, Bellampalli as alleged by the Petitioner. The medical Board found the Petitioner unfit for further service thus, his services were terminated on medical ground. He was paid the entire terminal benefits which he accepted in the year 1992 but in the year 2007 i.e., after laps of 15 years and 8 months he has filed this petition, as such, this petition is devoid of merit. Petitioner has not been able to produce a single piece of paper to show that his termination order was illegal and unjustifiable. Though Petitioner made representation for the employment of his dependent son-in-law but his application was not found to be correct as such, his application was rejected and he was informed accordingly at the time of taking decision. Hence, the allegation of the Petitioner that his application was not responded for the employment of the dependent of the Petitioner is also devoid of any merit.

6. On the basis of the above allegation and counter allegations, this Tribunal has to consider :

- (i) Whether the Petitioner was terminated from service illegally and unjustifiably ?
- (ii) Whether the Petition is delayed and outcome of laches of the Petitioner ?
- (iii) To what relief the Petitioner is entitled ?

7. **Point No. (I) :** The Petitioner has alleged that he put in 24 years of the service at the time of termination and he was left with 13 years of the service on the date of his termination. Thus, allegation of the workman has been challenged by the management Learned Counsel for the management has filed xerox copy of the record of the service book of the workman wherein it has been mentioned that Petitioner was of 21 years of the age as on 1-7-1953 when he joined the service in the year 1953. Thereby he was to retire on 31-12-1992. This document produced by the management contradicts the claim of the workman that he was to retire after 13 years when he was terminated from the service.

8. The management has also filed certificate of the medical board wherein Petitioner workman has been declared medically unfit to perform his duties because of Osteoarthritis in both knees and defective vision of both eyes due to senile immature cataract and senile macular degeneration, to prove that Petitioner was discharged from the service, because he was found medically unfit to perform his duty. Petitioner workman has not been able to produce any other medical report or certificate to show that he was not declared medically unfit by medical officer as claimed by him. Thus, the contention of the Petitioner

that he was terminated illegally on the report of the medical officer appears to be incorrect and false. From the record it is also proved that as on date of termination of the service the Petitioner had put in 38 years of the service and Petitioner was left with only one year of the service. In view of this material fact the claim of the Petitioner that he put in only 24 years of the service and he was left with 13 years of the service is also incorrect and false. On basis of these material facts this tribunal has come to the conclusion that the Petitioner workman has not come with the clean hands and Petitioner has presented incorrect and false facts before this tribunal.

9. The Petitioner has further alleged that after his termination from the service on medical unfitness one of his dependent was entitled for appointment on compassionate basis. The Petitioner workman has alleged that he applied for the appointment of his son-in-law on compassionate basis but, no action was taken by the management. This action of the management of not giving appointment to the dependent of the Petitioner workman is unfair and violative of the principles of Industrial Disputes Act, 1947. Against this allegation, Learned Counsel for the Respondent has alleged that the contention of the Petitioner workman that no action was taken on his application for appointment to his dependent on compassionate ground is not correct, because the application of Petitioner workman, management initiated action and management came to the conclusion that the application presented by the workman was not genuine and workman has himself made contradictory prayers in two separate applications for appointment of his dependent on compassionate ground. The Learned Counsel for the Respondent has relied on the report of the management that Petitioner moved the applications wherein the names of the dependents were different. The enquiry was conducted and it was found that the Petitioner's claim is not genuine and the same was rejected and the decision of the management was conveyed to the Petitioner as such, the Petitioner's contention that application for appointment to his dependent on compassionate ground has not been considered or responded by the management is incorrect and false. I have considered this argument and I have gone through the Respondent's letter dated 8-5-2000 filed before this Tribunal wherein the management has informed the Petitioner that "Your case of dependent employment has been verified by the committee duly constituted with the officers of corporate to find out the genuineness or otherwise of the dependents and the committee has recommended your case close/not genuine and name of the dependent has been deleted from the overall seniority list of the dependents maintained at the corporate office." What action the Petitioner workman has taken after the receipt of this letter has not been disclosed by the workman as such, the Petitioner's contention that his dependents were not appointed is neither correct nor violative of principles of Industrial Disputes Act.

10. The workman's counsel has further argued that no monthly maintenance allowance has been paid to the dependent of the Petitioner, this action is unfair. Against this contention of workman, the Learned Counsel for Respondent has contended that there is no provision for the monthly maintenance allowance to the dependent of the persons who were terminated on medical ground. Moreover, Petitioner workman has put in 38 years of the service and on the date of his disengagement he was paid all the terminal and retiral benefits which he has accepted without any objection as such, Petitioner or his dependents are not entitled for monthly maintenance allowance. I have considered this argument. Petitioner workman has not been able to produce any such rule or provision of the law on the basis of which Petitioner can be said to be entitled for monthly maintenance allowance, as such, the claim of the Petitioner for monthly maintenance allowance is also neither genuine nor correct. As such, the order of termination of the Petitioner is neither illegal nor arbitrary or unjustifiable nor the Petitioner is entitled for monthly maintenance allowance as claimed by him. Point No. (I) is decided accordingly.

11. Point Nos. (II) & (III) : It is undisputed fact that Petitioner was terminated on 22-1-1992 and he filed this petition after 15 years and 8 months in the year 2007, (on 29-8-2007) and no explanation has been given for presenting this petition after such a long delay, it amounts to latches on the part of the Petitioner, as such, Petition suffers from delay and latches. Petitioner has not been able to substantiate that his termination order is illegal and unjustifiable as such, he is not entitled for any relief. Petition is devoid of any merit and deserves to be dismissed. Point Nos. (II) & (III) are decided accordingly.

12. In view of point Nos. (I) to (III), Petitioner's claim has no force and it is dismissed. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 25th day of February, 2011.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 6 जून, 2011

का. आ. 1787.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (एलसीआईडी संख्या 81/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1787.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 81/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No: L-22013/1/2011-IR (C-II)]

D.S.S. SRINIVASARAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Friday, the 25th day of March, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjana Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of case LCID No. 81 of 2008/PLAC 42/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Nimmathi Rajaiah, (EC No. 1205467), S/o Muthaiah,
Ex-General Mazdoor, 8A-Incline, Rg. II Area,
Singareni Collieries Company Limited,
Godavarikhani, Karimnagar District. ... Petitioner

AND

1. The Singareni Collieries Company Limited,
Rep. by its General Manager,

Ramagundam Area-II, Ramagundam,
Karimnagar District.

2. The Dy. General Manager,
GDK-8A Incline,
Singareni Collieries Company Ltd.,
Godavarikhani, Karimnagar District. ... Respondents

This case is coming up before the Lok Adalat on 25-3-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri M.V.H. and others on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

The petitioner had agreed to the following proposals of the Management to appoint him, as fresh Badli Coal Filler, as the petitioner had put in 100 musters in the two years of the preceding 5 years of dismissal and raised the dispute within three years from the date of dismissal from service. The following contents are read over and explained to the petitioner in his language and agreed by him by signing the same :

- (a) The petitioner workman agreed to treat his appointment as fresh appointment as Badli Coal Filler without back wages and continuity of service, subject to medical fitness by Company Medical Board.
- (b) Irrespective of past designation, petitioner workman agree to the appointment as Badli Coal Filler afresh on coal filling, wherever coal filling is available and need not be the same place where the workman was last employed.
- (c) The petitioner workman agreed for observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any shortfall of attendance during the 3 months period, his services will be terminated without any further notice and enquiry.
- (d) Respondent Management agreed that any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (e) All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, days of rest, holidays etc., for appointment afresh.

This LCID is disposed of accordingly. The respondent management is directed to take him back to duty as Badli Coal Filler afresh wherever coal filling is available.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the Members of this Lok Adalat Bench.

Sd/- Signature of Applicant(s) Sd/- Signature of Respondent(s)

Sd/- Signature of Counsel for Applicant(s)

Sd/- Signature of Counsel for Respondent(s)

1. Sd/- 2. Sd/- 3. Sd/-
Signature of Presiding Officer and Members of the Bench
T. PATTABI RAMA RAO, Presiding Officer

Note : This award is final and binding on all the parties and no appeal shall lie to any court as per Section 21(2) of LSA Act, 1987.

नई दिल्ली, 6 जून, 2011

का. आ. 1788.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 110/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1788.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 110/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 6-6-2011.

[No. L-22013/1/2011-IR (C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Friday, the 25th day of March, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of case LCID No. 110 of 2006/PLAC 43/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Md. Wahid, (EC No. 0976992),
S/o Azmathulla, aged about 36 years,
Ex-Coal Filler at GDK-1 Incline,
Singareni Collieries Company Limited, RG-1 Area,
Godavarikhani, Karimnagar District ... Petitioner

AND

1. The Singareni Collieries Company Limited,
Represented by its General Manager, RG-1 Area,
Ramagundam, Karimnagar District.
2. The Colliery Manager,
GDK-1 Incline,
Singareni Collieries Company Ltd.,
Godavarikhani, Karimnagar District ... Respondents

This case is coming up before the Lok Adalat on 25-3-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri M.V.H. on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

The petitioner had agreed to the following proposals of the Management, as the petitioner had put in 100 musters in the two years of the preceding 5 years of dismissal and raised the dispute within three years from the date of dismissal from service. The contents are read over and explained to the petitioner in his language and agreed by him by signing the same :

- (a) The petitioner workman agreed to treat his appointment as fresh appointment as Badli Coal Filler without back wages and continuity of service, subject to medical fitness by Company Medical Board.

- (b) Irrespective of past designation, petitioner workman agreed to the appointment as Badli Coal Filler afresh on Coal filling, wherever coal filling is available and need not be the same place where the workman was last employed.
- (c) The petitioner workman agreed for observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any shortfall of attendance during the 3 months period, his services will be terminated without any further notice and enquiry.
- (d) Respondent Management agreed that any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (e) All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, day of rest, holidays etc., for appointment afresh.

This LCID is disposed of accordingly. The respondent management is directed to take him back to duty as Badli Coal Filler afresh wherever coal filling is available.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the Members of this Lok Adalat Bench.

Sd/-

Signature of Applicant(s)

Sd/-

Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/-

2. Sd/-

3. Sd/-

Signature of Presiding Officer and Members of the Bench

T. PATTABI RAMA RAO, Presiding Officer

Note : This award is final and binding on all the parties and no appeal shall lie to any court as per Section 21(2) of LSA Act, 1987.

नई दिल्ली, 6 जून, 2011

का. आ. 1789.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल डब्ल्यू. आर. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 66/2006) को

प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2011 को प्राप्त हुआ था।

[सं. एल-42012/177/2005-आई आर (सी एम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th June, 2011

S.O. 1789.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 66/2006) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Wheat Research Directorate (ICAR), and their workman, received by the Central Government on 6-6-2011.

[No. L-42012/177/2005-IR (CM-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case I.D. No. 66/2006

Shri Naseeb Singh,

S/o Shri Mange Ram,

Vill. and P.O. Chuhadpur,

Tehsil and District-Jind, Haryana

... Applicant

Versus

The Director,

Wheat Research Directorate (ICAR),

P.B. No. 158, Kunjpura Road,

Karnal-132 001

... Respondent

APPEARANCES:

For the Workman : Shri J. P. Dhull.

For the Management : Shri R. K. Sharma.

AWARD

Passed on 26-10-2010

Government of India vide notification No. L-42012/177/2005-IR (CM-II), dated 19-10-2006 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal :

“Whether the action of the management of Directorate of Wheat Research, Karnal in terminating the services of Shri Naseeb Singh S/o Shri Mange Ram, Messenger w.e.f. 31-7-2004 is legal and justified ? If not, to what relief is the workman entitled ?”

After receiving the reference parties were informed. Parties were appeared and filed their respective pleadings. The case of the workman in nut shell is that he was appointed through Employment Exchange by the management, Directorate Wheat Research, Karnal in the year 1993 on the payment of DC rates. He has worked in different offices of the management on different posts on DC rates. In July 2001 he was appointed as Messenger on a monthly salary of Rs. 3,000 per month. He has also worked as clerk up to July 2004. He has continuously worked from 1993 to 2007 without any break and had completed 240 days of work in every calendar year. The services of the workman were terminated without notice, one month wages in lieu of notice and without payment of retrenchment compensation. His termination was against the provisions of the Industrial Disputes Act. On the basis of the above facts, the workman has prayed for an order reinstating his services along with all the consequential benefits.

The management appeared and has contended that initially the workman was engaged through Employment Exchange in November 1993 as labour on muster rolls and he continuously worked as such up to May 1994 when he was disengaged. w.e.f. 6-3-1995 the management has introduced contractual system and entire work was done through contractor. The workman also started working through contractor. The record of the contractor for the same period is not available. It was again stated by the management that between 1999 to 2000 the workman worked with the management on the rates fixed by the Deputy Commissioner (DC). The workman was engaged as Messenger in N.A.T.P in July to August 2004 on consolidated payment of Rs. 3,000 per month. He was disengaged on the completion of the project. The workman was lastly engaged with the management on DC rates for the period 1-5-2004 to 31-7-2004 and this term was not extended. His services were accordingly terminated.

The management has also taken technical preliminary objection that management of Wheat Research is not an industry. The management has mentioned the ratio of the judgment of Hon'ble Apex Court published in Physical Research Laboratory vs. K G Sharma 1997 (3) RSJ, 215.

Both of the parties were afforded the opportunity for adducing evidence. Evidence of the workman Shri Naseeb Singh was recorded. In support of the workman one Shri Ram Kumar who had been the employee of the management also filed the affidavit and he was cross-examined in detail by the learned counsel for the management. On behalf of the management on Shri Ashok Malik, Administrative Officer, Directorate of Wheat Research, Karnal filed his affidavit. On perusal of the pleadings and evidence of the parties the main issues for adjudication before this Tribunal are as follows :

- (1) Whether the management is an industry ?
- (2) Whether the workman was illegally terminated by the management,
- (3) Relief, if any ?

So far as the first issue is concern the term 'industry' management has contended that management is not an industry. Whether a particular organization is an industry or not is decided by Hon'ble the Apex Court in Bangalore Water Supply and Sewerage Board versus A. Rajappa and others AIR 1978-SC 548. In this judgment Hon'ble the Apex Court has elaborately defined the term industry. The ratio of the judgment is that whether a particular organization is industry or not is to be seen by its activities. It is also the ratio of the judgment that if any organization is having different units and few of the units are not industry, rest units may qualify to the term industry which entirely depends on the basis of the activities of the unit and work entrusted to and discharged by the workman. Admittedly, the workman was a daily wager doing the work as prescribed by the management. The act of the management to entrust the work of particular nature to him and discharged by him has no nexus with the research conducted by the management. The act of the management has no concern with the research but he was supposed to do the work in agriculture fields and get wages accordingly. Thus, on the basis of the activities of the management and the work entrusted by the management to and discharged by the workman, the management is an industry and this Tribunal has got jurisdiction to adjudicate this reference. The management has relied upon a judgment passed by this Tribunal in another case in which the management has held not to be an industry. It is a judgment of concurrent jurisdiction and cannot operate as a judicial precedent while answering this reference. No doubt, the judicial propriety requires that the judgment of the concurrent jurisdiction should also be considered to prevent the different decisions in similar cases. But it cannot be done at the cost of glaring injustice. Justice requires that independent decision should be taken by this Tribunal. Accordingly this Tribunal is holding on the basis of the above observation that management is an industry.

So far as the issue No. 2, is concern the cumulative affect of evidence of both of the parties is that workman has continuously worked with some notional breaks. The management has not denied the fact that he has not completed 240 days of work in any of the calendar year including in the year preceding to the date of his termination. The management has only taken two pleas in this regard. The first plea is that from 1995 to 1998 the workman has worked through contractor. The management has itself contradicted its version by stated that no records relating to the contractor is available. It means it is a garlanding pleading without any proof. The document

Ex. W5 on which my attention is drawn by the management also speaks that there was no contractor in between the workman and the management. The management has shown in this document that workman was working in the capacity of the contractor as well as worker. It is a paper arrangement to show the workman on a contract and it shall be presumed that workman was directly working with the management. As stated earlier, the management failed to file any contract regarding the working of the workman through contractor. The management also failed to file the documents relating to the contractor to prove its contention that services of the workman were provided to the management through a contractor on outsourcing. The management has done it just to prevent its liability which could accrue under the provisions of the Industrial Disputes Act. The management has shown the workman as contractor in the documents. The intention of the document cannot be gathered from a particular word used in it. If entire document is taken into consideration in its totality, it is clear that the specific job was entrusted to the workman, workman discharged that job and management directly paid to the workman. Thus, I am unable to understand how the management has termed the workman a contractual worker. He has directly worked with the management, under the administrative control of the management and the payment of wages were made good by the management. So, there is a direct relationship of master and servant between the management and the workman during this period as well.

The workman has completed 240 days of work in every calendar year including in the year preceding to the date of termination. His services were terminated on 31-7-2004. The management has produced a letter written by Shri Naseeb Singh dated 24-7-2004. In this letter there was the endorsement of the Director that such work can be done on contract basis through some contractor. It shows that work was continuously available with the management. As stated earlier, in spite of continuous availability of work, the workman was given several appointment letters which is unlawful labour practice. If the work is available continuously, giving appointment for short term is against the provisions of the Industrial Disputes Act and shall be termed as unlawful labour practice. The endorsement of the management on letter dated 24-7-2004 makes it clear that work was available but the services of the workman were terminated. Surprisingly, the order was passed by the Director on 31-7-2004. The endorsement on the application was made by the office on 26-8-2004 and workman was informed on 11-8-2004. This all shows that all the endorsement are not in due process of administrative functioning. After the endorsement of office order is passed by the senior. Here on this letter order is passed by the Director on 31-7-2004, whereas, the office endorsement bears the date 26-8-2004. This also shows and proves that this endorsement on this application was made much after and not at the time when

this application was moved. No heed given on the application where the orders passed by the authorities are doubtful.

One thing is clear that continuous nature of work was available with the management in different offices of the same nature. For a continuous nature of work different appointment letters were given to the workman against the provisions of the Act. It is the settled law of service jurisprudence that if the continuous nature of work is available the workman shall be permitted to work continuously. The appointments cannot be bifurcated for several periods. As stated earlier, that there is no specific denial the management that workman has completed 240 days of work in the preceding year from the date of his termination, hence, for this purpose the termination of the workman was illegal and void ab-initio being against the provisions of the Act.

Whenever the termination of any workman declared to be illegal and void ab-initio being against the provisions of the Act, there are two possible remedies available. The first remedy is the reinstatement of the workman on the same position he was working prior to his termination. The second remedy is a reasonable compensation. It is also the settled law of service jurisprudence that priority should be given for reinstatement of the workman on the same position he was earlier working. Considering the facts and circumstances of the case and the considerable period of services rendered by the workman to the management, I am of the view that workman is entitled for the reinstatement on the same position on which he was working prior to his termination with full back wages. Accordingly, management is directed to reinstate the workman along with full back wages within one month from the date of publication of the award. Let Central Government be approached for publication of award and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 7 जून, 2011

का. आ. 1790.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 64/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-6-2011 को प्राप्त हुआ था।

[सं. एल-42011/25/2006-आई आर (डी यू)।

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 7th June, 2011

S.O. 1790.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 64/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of CPWD and their workmen, which was received by the Central Government on 7-6-2011.

[No. L-42011/25/2006-IR (DU)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

PRESENT:

N. K. PUROHIT, Presiding Officer

I.D. 64/2006

Reference No. L-42011/25/2006/IR(DU)

Dated : 11th October, 2006

The Zonal Secretary,
All India CPWD (MRM) Karamchari Sangathan,
House No. 4823, Gali No. 13,
Balbir Nagar Extension, Shahdara,
New Delhi-110032.

Versus

The Executive Engineer (Electrical),
CPWD, Jaipur Kendriya Vidhyut Mandal,
B-7, Moti Marg, Bapunagar,
Jaipur-305015.

AWARD

(26th May, 2011)

1. The Central Government in exercise of the powers conferred under clause (d) of Sub-section (1) and 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following industrial dispute to this Tribunal for adjudication which is as under :

“Whether the demand of the All India CPWD (MRM) Karamchari Sangathan for regularization of Shri Devender Kumar, Wireman, Sri Kant Safi, Mechanic and Sham Sunder, Operator, in service w.e.f. the date of their respective initial appointments on muster roll by the management of CPWD, is just and legal? If yes, to what relief the workmen are entitled to and from which date?”

2. Pursuant to the receipt of the reference, the registered notices were issued to both the parties. Representatives on behalf of both the parties put in their appearance on 31-1-2007 and claim statement on behalf of the union was also filed on the said date.

3. On perusal of proceedings, it appears that the post of the Presiding Officer was lying vacant when the claim statement was filed on 31-1-2007. It further appears that fresh registered notices were issued to both the parties for appearing on 22-11-2010 but on that date none appeared on behalf of both the parties, therefore, 12-1-2011 was fixed for appropriate orders but on the said date also none appeared on behalf of both the parties. On subsequent dates i.e. 3-3-2011 and 16-5-2011 despite service of notices none appeared on behalf of both the parties. Under these circumstances, the matter was reserved for passing the Award.

4. It seems that the applicant union is not interested in perusing to prosecute its case further. Hence “No Claim Award” is being given in this case. The reference is answered accordingly.

5. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 7 जून, 2011

का. आ. 1791.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑल इंडिया रेडियो के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 56/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-6-2011 को प्राप्त हुआ था।

[सं. एल-42012/147/1989-आई आर (डी यू)।
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 7th June, 2011

S.O. 1791.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 56/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of All India Radio and their workman, which was received by the Central Government on 7-6-2011.

[No. L-42012/147/1989-IR (DU)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

PRESENT:

N. K. PUROHIT, Presiding Officer

I.D. No. 56/2004

Reference No. L-42012/147/1989-IR(DU)

Dated : 1st September, 2004

Sh. Mangilal Verma,
S/o Sh. Ramlal,
Behind the Nayapura Gurudwara,
Kota (Rajasthan)

Versus

The Assistant Station Director,
All India Radio,
Kota (Rajasthan)

AWARD

(27th May, 2011)

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section (1) and 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following industrial dispute to this Tribunal for adjudication which is as under :

“Whether the action of the management of All India Radio, Kota in terminating the services of Sh. Mangilal Verma w.e.f. 21-2-89 is legal and justified? If not, to what relief the concerned workman is entitled?”

2. The workman in his claim statement has pleaded that he was appointed as a class IV employee on 1-9-85 by the non-applicant. He has further pleaded that during period from 1-9-85 to 19-2-89 he had worked for more than 240 days despite this his services were terminated on 20-2-89 without any notice or compensation in lieu of notice in violation of section 25(F) of the I.D. Act. He has also pleaded that at the time of terminating his services the junior employees to him were retained by the management in violation of section 25(G) of the I.D. Act and rule 77 of the I.D. Rules, 1957. He has also alleged that after the termination of his services new appointments as pointed out at para 7 of the claim statement were made by the management in violation of section 25(H) of the I.D. Act and Rule 77 of the I.D. Act 1957. Thus, he has prayed to reinstate him with back wages and all other consequential benefits.

3. In reply to the claim the management has denied this fact that the workman was employed as a class IV employee. It has also been denied that he had worked for more than 240 days during period to 1-9-85 to 19-2-89. The management contended that the workman was engaged as a casual labourer and no appointment letter was ever issued to him. It has been contended that during the said period the workman had worked for 138 days only and provisions of section 25(F) are not applicable in his case. It has further been contended that no irregular recruitments were made by the management.

4. In view of the rival pleadings of both the sides following points for determination were framed :

POINTS FOR DETERMINATION

- (i) Whether the workman was appointed as a 4th Class employee by the non-applicant on 1-9-1985, who continuously worked up to 19-2-1989 and whose service was terminated on 20-2-1989 in violation of the provision under Section 25-F of the Act?
- (ii) Whether at the time of terminating the service of the workman, the junior employees to him were retained by the management in violation of Section 25-G of the Act and Rule 77 of the Industrial Disputes Rule, 1957?
- (iii) Whether after the termination of the service of workman the new appointments as pointed out at para 7 of the claim statement were made by the management in violation of Section 25-H of the Act and Rule 78 of the Industrial Disputes Rule, 1957?
- (iv) Whether the non-applicant establishment is not an industry as defined under Section 2-I of the Act?
- (v) Relief, if any.

5. In evidence the workman has submitted his affidavit whereas the management has submitted the affidavit of Shri Ramkaran Meena, Programme Executive in support of their respective cases.

6. Heard the learned representative on behalf of both the parties and perused the record.

Point No. 1

7. Since, the non-applicant has denied the claim of the applicant initial burden was on the applicant to show that he had worked for 240 days in preceding 12 months prior to his alleged termination or he was in continuous service within the meaning of clause 1 of sub-section (1) of Section 25-B for the period of one year.

8. The workman in his statement has stated that he was engaged as a class IV employee on 1-9-85 but his service was terminated on 20-2-89 without any notice or prior information. He has further stated that he had continuously worked for the period from 1-9-85 to 20-2-89 and had worked for more than 240 days preceding 12 months from the date of his termination. In support of his statement the workman has produced Ex. W-1 to Ex. W-7.

9. The management witness Sh. Ramkaran Meena has denied this fact that workman had worked for more than 240 days. He has stated that the workman was never engaged as class IV employee. He was engaged only as a

casual labour and his total working days from March, 1987 to Feb., 1989 were 138 days only. In cross-examination he has further stated that on the basis of record he has stated that the workman had worked for 138 days only. He has also stated that no appointment letter was ever issued by the management.

10. The learned representative for the workman contends that it is evident from the certificate Ex. 1 to Ex. 7 that the workman had worked during period from Sep., 1985 to Feb., 1989. He further contends that the management has not produced all the documents which were required by the workman in his application, therefore, adverse inference should be drawn against the management. The management has not denied this fact that notice or no compensation in lieu of notice was given to the workman, therefore, the termination of the workman was in violation of section 25-F of the I.D. Act.

11. Per contra, the learned representative for the management submitted that as per muster roll and other record produced by the management the total working days of the workman are 138 days only. Therefore, provisions of Section 25-F are not attracted in the present matter. He has further submitted that no adverse inference can be drawn for not producing the record which is not in power and possession of the management.

12. I have bestowed my thoughtful consideration on the submissions canvassed by the learned representative for both the parties and scanned the documentary evidence.

13. To attract the provisions of section 25(F) of I.D. Act one of the condition required is that the workman is employed in any industry for a continuous period which would not be less than one year. Under sub-clause (1) of the Section 25(B), if a workman has put in uninterrupted service of establishment including the service which may be interrupted on account of sickness, authorize leave, accident, a strike which is not illegal, a lock out or secession of work that is not due to any fault on the part of the workman shall be said to be in continuous service for one year i.e., 12 months in respect of number of days he has actually worked with interrupted service permissible under sub section (1) of Section 25(B).

14. It is not the case of the applicant that he was in continuous service of the non-applicant for one year within the meaning of section (1) of section 25(B) of the I.D. Act. He has never contended that he was regularly employed with the non-applicant establishment for one year to claim the uninterrupted period of service as required under Section 25(B)(1) of the Act.

15. Thus, the scope of enquiry is now confined to only 12 months preceding the date of termination to

consider the questions whether the case of the applicant falls under sub section (2) of Section 25(B) and attract the provisions under Section 25(F) of I.D. Act. Section 25(B)(2) says that even if a workman has not been in continuous service for a period of one year as envisaged under sub section (1) of 25(B) of I.D. Act, he shall be deemed to have been in such continuous service for a period of one year if he has actually worked under the employer for 240 days in preceding period of twelve months from the date of his termination.

16. As per the statement of the workman he was engaged as class IV employee on 1-9-85 but in cross-examination he has stated that he had worked as casual labourer. The workman has produced Ex-W-1 to Ex-W-7 in support of his statement that he had continuously worked as class 4th employee during period 1-9-85 to 20-2-89 and his service was terminated on 20-2-89.

17. Ex-W-1 is a copy of certificate dated 1-10-86 issued by Sh. Gurubachan Lal, Installation Officer, All India Radio, Kota wherein it is mentioned that the workman had worked from September, 1985 to September, 1986 as Beldar @ Rs. ₹1 per day with usual break. Ex-W-2 is a copy of another certificate said to be issued by Sh. K. C. Batra, Assistant Station Engineer, All India Radio, Kota wherein it is mentioned that the workman was engaged as casual Beldar for the last four months with usual breaks. Apart from copies of these two certificates the workman has also produced documents Ex-W-3 and Ex-W-5 to Ex-W-7 which are copies of the daily wagers payment bill and the name of the workman finds place at sl.nos. 31, 47 and 154 respectively. He has also produced Ex-W-4 dated 16-5-88 said to be sanction order for daily wagers.

18. As per record produced by the workman, the workman had not worked for more than 240 days during year preceding his date of termination. Ex-W-4 reveals that the workman had worked for the period from 16-5-88 to 31-5-88 for 14 day, As per Ex-W-5 the workman had worked in the month of May, 1988 for total 28 days and as per Ex-6 he had worked for 24 days in June, 1988. Ex-W-7 reveals that the workman had worked for 12 days in the month of Feb., 1989 during period from 7-2-89 to 28-2-89. Thus, the total working days as per Ex-W-4 to Ex-W-7 during preceding 12 months from date of termination are 98 days only.

19. The management has produced the Muster rolls for the period January, March, April, May, July and August, 1987, May and July, 1988 and February, 1989. The management has also produced the daily wagers bill for the month of March, April, May, July and August, 1987, June and July, 1988 and Feb., 1989. Apart from this Payment Bills have also been produced. As per above record the working days of the workman during March, 1987 to Feb., 1989 are as under :

Month	Working Days
March, 1987	13 days
July, 1987	26
Aug., 1987	28
Sep., 1987	20
June, 1988	24
July, 1988	13
Feb., 1989	14

Thus as per record produced by the management the workman had worked for 138 days only during period from September, 1985 to Feb., 1989.

20. It is pertinent to mention that an application dated 29-4-05 was submitted on behalf of the workman to call for the documents from the management as stated in his application at item nos. 1 to 6 such as Despatch Register, Attendance Register, Payment voucher, monthly statement of wages of the relevant period and the order extending the employment of the workman. The above application was rejected on 24-5-05. The said order was challenged by the workman in S.B. civil write petition no. 5190/2005 which was allowed vide order dated 11-8-05 with the directions to the management to produce all the documents which were referred in the application. Thereafter, certain copies of the muster roll of casual labour and daily wages payment bill were produced by the management.

21. It further reveals that an affidavit of the workman was submitted on 18-11-05 stating therein that all the documents required by the workman have not been produced. On behalf of the management a counter affidavit of Sh. Ramkaran Meena was submitted wherein he stated that all the documents relating to the case which were available have already been produced as per the directions of Hon'ble Court.

22. This legal position is not in dispute that if any party has not produced the documents which were in power and possession adverse inference may be drawn against the party. The Court may presume or may not presume that if a party despite possession of best evidence had not produce the same it would have gone against the contentions and where despite directions by a Court the evidence is withheld presumption as to adverse inference for non-production of evidence may be taken.

23. In present case it has been stated on behalf of the management in the affidavit of the Sh. Ramkishan Meena that all the documents which were available have been produced and no other documents pertaining to this case is in the power and possession of the management. Unless it is established that documents said to be not produced by the management are in power and possession of the department, no adverse inference can be drawn

against the non-applicant, therefore, the contention on behalf of the workman that for non-production of documents by the management adverse inference be drawn is not sustainable.

24. The workman in his cross-examination has categorically stated that he has produced Ex-W-1 document to establish and prove that he had worked for more than 240 days. Ex-W-1 as stated earlier is a copy of certificate dated 1-10-86 said to be issued by Installation Officer, AIR, Kota. The workman has not produced the original copy of the said certificate. In cross-examination he has stated that the said officer had given him the certificate at his own. Original copy of such certificate is supposed to be with the person in whose favour certificate was issued. Apart from this the said certificate is for the period Sep, 85 to Sep, 86. It is not established from the said certificate that the workman had worked for 240 days during preceding twelve months from the date of his termination i.e. 20-2-89.

25. Thus, in view of above the workman has failed to establish that he had worked for 240 days in preceding 12 months from the date of his alleged termination on 20-2-89, therefore, this point is decided against the workman.

Point No. II

26. The learned representative on behalf of the workman contends that at the time of termination of the services of the workman no seniority list was prepared. The principle of last come first go has not been followed while terminating the services of the workman. Therefore, the management has violated the provisions of section 25(G) of the I.D. Act.

27. Controverting these allegations, the learned representative for the management contends that the workman has not adduced any documentary evidence to show when the persons said to be junior to him were engaged and in what capacity they were engaged. He further contends that the persons said to be engaged are working as driver and they were engaged through employment exchange and they do not belong to the particular category in which the workman was working in the establishment.

28. I have given my thoughtful consideration on the above submissions.

29. Section 25(G) of the I.D. Act casts an obligation to follow the procedure prescribed therein at the time of retrenchment of a workman. It envisages that where a workman is to be retrenched who belongs to a particular category of a workman in that establishment in absence of any agreement the employer shall ordinarily retrenched the workman who was the last person to be employed in that category. Thus, it is essential that a person said to be junior to the workman going to be retrenched should

belong to a particular category of a workman in the establishment.

30. In pleading the workman has stated that at the time of his termination junior employees to him were retained and they have been made permanent. He has not disclosed their names in the pleading but in his statement he has named Sh. Satyanarayan and Md. Rafiq said to be junior to him and allegedly retained by the management.

31. The management witness Sh. Ramkaran Meena has stated in his cross-examination that Md. Rafiq and Sh. Satyanarayan were engaged as driver. Even documents Ex-3 submitted by the workman reveals that Sh. Satyanarayan and Md. Rafiq were working as driver. It is not the case of the workman that he was working in the establishment as driver. It is evident from the record that Sh. Satyanarayan and Md. Rafiq said to be junior to the workman were working as driver whereas the record produced by the workman reveals that he had worked as casual Beldar and for some period as Security guard. As per his pleading and documents on record the workman had never worked as driver whereas Md. Rafiq and Sh. Satyanarayan were working in a different category driver therefore, provisions of section 25(G) are not attracted in the case of the workman. Therefore, this point is decided against the workman.

Point No. III

32. The workman has stated that after his termination of his service on 20-2-89 the management appointed Sh. Mahendra and Sh. Balkrishan, Sh. Stayaprakash, Sh. Chandramohan as class 4th employees in his place without any offer of employment to him in violation of section 25(H) of the I.D. Act and they are still working as class 4th employees.

33. In rebuttal, the management witness Sh. R. K. Meena has deposed that no irregular appointment was ever made by the management.

34. The workman in his affidavit has stated that he was employed as a class IV servant and in para 10 of his affidavit he has stated that above named four persons were employed in his place. The workman himself has admitted in his cross-examination that he was engaged as a casual labour. Moreover, the record produced by him also reveal that he has either worked as security guard or as beldar. The workman has not stated in his affidavit that the above named persons were engaged as beldar/ Security guard in his place. The workman has not adduced any documents to show when and in which capacity the said persons were engaged. Therefore, there is no documentary evidence to substantiate the allegations that the above named persons were engaged by the non-applicant after termination of the workman without any offer of appointment to the workman in violation of

Section 25-H of the Act and rule 78 of the Act. Therefore, this point is also decided against the workman.

Point No. IV

35. The question whether All India Radio is an industry or not was under consideration before the Hon'ble Apex Court in AIR and Santosh Kr. and Others. The learned representative on behalf of the management has submitted a photocopy of the decision of the Hon'ble Apex Court in civil appeal nos. 2135/93 and 775-776/1998. In the said decision Hon'ble Apex Court has laid down that 'All India Radio' and 'Doordarshan' are industries within the meaning of the said term as defined by Section 2-J of the I.D. Act. Therefore, this point is decided in favour of the workman.

36. In the result, the reference is answered in negative against the workman in view of the findings on point nos. 1st to 3rd and in favour of the management. Resultantly, the workman is not entitled for any relief. The reference under adjudication is answered accordingly.

37. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 7 जून, 2011

का. आ. 1792.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण एवं कम न्यायालय, पणजी, गोवा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-6-2011 को प्राप्त हुआ था।

[सं. एल-40011/4/2009-आई आर (डीयू)]
डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 7th June, 2011

S.O. 1792.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal-cum-Labour Court, Panaji, Goa now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Department of Posts and their workman, which was received by the Central Government on 7-6-2011.

[No. L-40011/4/2009-IR (DU)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT PANAJI, GOA

(Before Smt. Anjua Prabhu Dessai,
Hon'ble Presiding Officer)

Ref. No. IT/20/09

Shri Sandeep Sachin Shinge,
B-23, Postal Staff Colony, 2nd Floor,
Alto Porvorim, Goa

... Workman/Party I

V/s.

The Superintendent of Post Office,
Department of Posts,
Panaji Sub-Division,
Panaji, Goa

... Employer/Party II

Workman/Party I represented by
Adv. Shri A. V. Nigalye,
Employer/Party II—Ex-Parte.

AWARD

(Passed on this 5th day of April, 2011)

1. By order dated 18-6-2009, the Central Government, in exercise of powers conferred by clause (d) of sub-section (1) of sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for its adjudication :

“Whether the action of the management of Superintendent of Post Office, Panaji, Goa in terminating/discontinuing employment of Shri Sandeep Sachin Shinge, w.e.f. May, 2008 is legal and justified ? If not, what relief the workman is entitled to ?

2. On receipt of reference IT/20/09 was registered. Notices were issued to both parties. The Party I has filed his Claim Statement at Exb. 7. The Party II has failed to appear despite due service and hence, the matter was ordered to proceed ex-parte against Party II.

3. The Party I has claimed that he was employed in the Department of Post as G.D.S. Packer at Naval base Verem from 11-4-2003. The Party I has stated that he was appointed by the Asstt. Superintendent, at Post Panaji Sub-Division, who was the appointing authority. The Party I has stated that he was informed that there was ban on recruitment, but his services would be confirmed in due course.

4. The Party I has stated that he had put in continuous service of more than five years from 11-4-2003 till the date of his termination on 30-5-2008. His service record is clean and that he has served with devotion and absolute integrity. The Party I has stated that the Asstt. Superintendent of Post Offices Sub Div., Panaji had issued notification to fill the post of Packer. A notice of interview was issued to the Party I vide notice dated 27-2-2008. The Party I and two other candidates had appeared for the interview on 7-3-2008. One Ajay Patel was appointed on the said post. The Party I has stated that he was not selected though he had put in service of more than five years and that his service was discontinued w.e.f. 1-5-2008. The Party I has stated that he was not paid

retrenchment compensation and one month notice or wage. The Party I has stated that his termination amounts to illegal retrenchment. The Party I has therefore claimed that he is entitled for reinstatement with all consequential benefits.

5. The Party I has adduced oral as well as documentary evidence. Ld. Advocate Shri Nigalye has argued on behalf of the Party I. I have perused the records and considered the arguments advanced by Ld. Adv. Nigalye. The points falling for my consideration are :

- (a) Whether the Party I had rendered continuous service of 240 days in the year immediately preceding his termination ?
- (b) Whether the services of the Party I were terminated in violation of Section 25F of the Industrial-Disputes Act ?
- (c) To what relief the Party I is entitled to ?

Findings :

6. The Party I has filed his affidavit in evidence at Exb. 5. He has deposed that he was appointed as GDS Packer at NB (Naval base) Verem from 11-4-2003. He has deposed that he was told that his services would be confirmed in due course. The Party I has deposed that he had put in continuous service of five years from the date of his appointment till the date of his termination on 30-5-2008. The Party I has deposed that he has not been paid retrenchment compensation and was not given one month notice or wage and that his termination amounts to illegal retrenchment. The Party I has produced information relating to payment of outside wages from February, 2003 to April, 2008 (Exb. 8) and attendance records of GDS Packer NB (Naval base) Verem (Exb. 9). The Party I has stated that he had obtained the information at Exb. 8 and Exb. 9 from Superintendent of Post Office, Goa, under Right to Information Act.

7. The evidence of the Party I vis-a-vis the information relating to payment of wages to GDS Packer (Exb. 8) and attendance register (Exb. 9) indicates that the Party I was working for the Party II as GDS Packer. The contention of the Party I is that he had rendered continuous service of five years and that his termination is in contravention of Provisions of Section 25F of the Act provides that :

“No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette."

8. The term "continuous service" has been defined under Section 25B of the Act. The said provision reads as under :

"For the purposes of this Chapter —(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer —

- (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

- (ii) two hundred and forty days, in any other case;

(b) ..."

9. The conjoint reading of Section 25B (2) (ii) and Sec. 25F of the Act clearly reveals that the workman has to render continuous service for not less than one year under an employer. A workman is deemed to be in continuous service for a period of one year if during the period of 12 calendar months preceding the date of termination, he has actually worked under the employer for not less than 240 days.

10. In the instant case Party I has produced extract of wage register at Exb. 8 and attendance register at Exb. 9. These documents were obtained by him from the Party II under Right to Information Act. Hence, the authenticity of these documents is beyond doubt. Besides, the Party II has also not contested these proceedings and consequently not challenged the evidence adduced by the Party I.

11. The evidence adduced by the Party I more particularly the extracts of wage register and the attendance register at Exb. 8 and 9 give the details of the services rendered by Party I as under :

Year	Days of Service
June, 04 – Apr., 05	280
May, 05 – Apr., 06	316
May, 06 – Apr., 07	321
May, 07 – Apr., 08	316

12. The services of the Party I were terminated w.e.f. 1-5-2008. The evidence on record indicates that the Party I workman had put in 316 days of work in the preceding twelve calendar months. Hence, the Party I was in continuous service of one year within the meaning of Section 25B of the Industrial Disputes Act.

13. The evidence of the Party I indicates that his services were dispensed with without any notice or compensation. The termination was in the circumstances in contravention of provisions of Section 25F. Hence, the termination is held to be illegal.

14. In the case of Incharge Officer & Anr. V/s. Shankar Shetty 2010 (9) Sec. 126 and Senior Superintendent Telegraph (Traffic) Bhopal V/s. Santosh Kumar Seal & Ors. AIR 2010 SC 2140, the Apex Court has held that relief by way of reinstatement with back wages is not automatic even if termination of an employee is found to be illegal or is in contravention of the prescribed procedure and that monetary compensation in lieu of reinstatement and back wages in case of such nature may be appropriate.

15. In the instant case, the evidence adduced by the Party I indicates that he was appointed as a packer on a post which had fallen vacant due to the promotion of the packer as a postman. The Party I has deposed that he was told that there was ban on recruitment and that his services would be confirmed subsequently. The Party I has deposed that the Asstt. Superintendent of Post Office, Sub Division, Panaji had issued notification dated 24-12-2007 (Ext. 7) for filling the post of packer. The Party I and two others had applied for the said post and had appeared for the interview. The evidence of the Party I indicates that he has not been selected and that one Ajay Patel has been selected as a packer. The evidence of Party I thus indicates that the post of packer has already been filled. Considering the fact that the Party I was not a permanent employee and that the post of packer has already been filled, in my considered view, this is not a fit case for reinstatement and back wages and instead monetary benefits would subserve the ends of justice. Considering the fact that the Party I was in continuous service from the year 2004 till April 2008, in my view the compensation of Rs. 40,000 shall meet the ends of justice.

Under the circumstances and in view of discussion
Supra, I pass the following order :

ORDER

1. The action of the management of Superintendent of Post, Panaji, Goa, in terminations/discontinuing employment of Shri Sandeep Sachin Shinge (Party I) w.e.f. 1st May, 2008, is held to be illegal and unjustified.
2. The Party II is directed to pay the Party I monetary compensation of Rs. 40,000 within two months from the date of publication of the award failing which the same shall carry interest at the rate of 9% per annum.

Inform the Government accordingly.

Dated : 5-4-2011

Place : Panaji

A. PRABHUDESSAI, Presiding Officer

नई दिल्ली, 7 जून, 2011

का. आ. 1793.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 550/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2011 को प्राप्त हुआ था।

[सं. एल-41011/45/2002-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 7th June, 2011

S.O. 1793.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 550/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Western Railway and their workmen, which was received by the Central Government on 3-6-2011.

[No. L-41011/45/2002-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

PRESENT:

Binay Kumar Sinha,
Presiding Officer,
CGIT-cum-Labour Court,
Ahmedabad

Dated 30th May, 2011

Reference : ITC No. 20 of 1998 Old

Reference : CGITA of 550 of 2004 New

The Sr. Divi. Mechanical Engineer,
Western Railway,
Diesel Shed, Vatva,
Ahmedabad-380001

Divisional Railway Manager,
Western Railway, Division Office,
Vadodara

... First Party

AND

Their Workmen

1. Shri Daya Shankar Oza
2. Shri Premjit Singh
3. Shri Dinesh Chaturvedi

Represented by the Secretary,
Paschim Railway Karmchari Parishad,
E/209, Sarvottam Nagar,
Nr. New Railway Colony, Sabarmati,
Ahmedabad (Gujarat)-360001

... Second Party

For the First Party : Shri H. B. Shah, Advocate

For the Second Party : Shri R. S. Sisodia, General
Secretary, Paschim Railway,
Karmchari Parishad (PRKP)

AWARD

As per Ext. 1 the appropriate Government, the Government of India, Ministry of Labour and Employment, New Delhi, by its Order No. L-41011/45/2002-IR (B-I) dated 28-3-2003 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, referred the dispute as per schedule for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Divisional Railway Manager, Western Railway, Baroda and Sr. Divisional Mechanical Engineer, Western Railway, Diesel Shed, Vatva imposing the punishment in reverting Shri Daya Shankar Oza, Shri Premjit Singh and Shri Dinesh Chaturvedi, to one step down for 3 years with future effect with minimum pay is justified? If not, what relief the concerned workman is entitled to?”

(2) The Union PRKP General Secretary namely R.S. Shishodiya filed a statement of claim on behalf of the workman involved in this case mentioning the following facts that their Secretary Shri Daya Shankar Ojha was working as ELF Grade-III under the Assistant Mechanical Engineer (T), Western Rly., Vatva Diesel Shed, Ahmedabad

and he was also elected as Branch Secretary of Vatva Diesel Shed Branch of PRKP. He was also elected as Branch Secretary on 12-4-2000. Another workman Shri Premjit Singh, Mechanical Grade-III under the Assistant Mechanical Engineer (T), Western Rly., Vatva Diesel Shed, Ahmedabad was elected as Branch Chairman of Vatva Diesel Shed, Branch of the union PRKP on 12-4-2000. Third workman Shri Dinesh Chaturvedi was working as Material Chaser under the Divisional Mechanical Engineer (T) Vatva, Western Rly., Ahmedabad. He was elected as Joint Secretary of Vatva Diesel Shed Branch of the Union PRKP on 12-4-2000. He has been office bearer of PRKP in the year 2000-2001. He was appointed in the service of Railway originally as Khalasi in Vatva Diesel Shed. By virtue of good and hard work, he was promoted as Electric Fitter Grade-III in the year 1988 and, thereafter, he was promoted to one higher grade to the post of Material Chaser from 22-2-1990. Further case is that the dispute arose when the Union decided to hold Relay Fast in front of the main gate of Vatva Diesel Shed for highlighting certain outstanding demands of Railway employees. The Union applied to the Senior Divisional Mechanical Engineer, Vatva, Ahmedabad. A copy of the request letter dated 22-5-2000 highlighting as to the fulfilling of the demands of the workers also informing that if the demand are not accepted then the Union hold relay fast as a token of protest. The Union also asked for the permission from the Police authorities and due permission was granted to the union by the concerned Police Station. Peaceful relay fast to muster protest was observed from 7-6-2000 in front of the Vatva Diesel Main Shed. The Railway Administration issued chargesheet to the 3 workmen holding relay fast alleging that they have organized program of Dharna of the union, which is not recognized by the Railway Administration whereas also mentioning that only recognized union is permitted to hold Dharna or program in front of the gate of Diesel Shed Vatva. Thereafter these 3 workmen were suspended by letter dated 30-6-2000. The first party Railway Administration also informed that they are likely to serve major penalty charges (SF-V) and the chargesheet were served upon these 3 workmen. The union apprehended foul play at the hands of the management and, served notice of strike on 10-6-2000 and then conciliation proceedings commenced. The union also addressed a letter to the Conciliation Officer to initiate action against the Railway Administration for adopting unfair labour practice and initiate action under Section 25(T) of the Industrial Disputes Act, 1947. That it will go on strike from 4-7-2000. Also an original complaint was made on 6-7-2000 by the union to the Assistant Labour Commissioner (Central) against the Railway Administration. ALC (Central) started conciliation proceedings and fixed for hearing on 4-8-2000 issuing a notice also to Railway Administration but Railway Administration ignored the conciliation proceedings and started disciplinary proceedings against the 3 workmen

by appointing Inquiry Officer. The workman initially objected to the appointment of the Inquiry Officer on several grounds and complaint was also lodged to change the Inquiry Officer, through letter dated 7-8-2000 by all the three workmen separately, but Railway Administration as well as the Inquiry Officer turned down the request of the workman for attendance of the defense in disciplinary proceedings. Railway Administration also remained silent on the request application from 7-8-2000 to 9-9-2000 and rejected their request letter on the date of commencement of inquiry without giving any reason. Further contention is that the inquiry officer without observing basic principles of natural justice and on pressure of Railway Administration completed the inquiry in a single day on 7-9-2000 and in absence of the workman drawn the findings of the inquiry. The whole episode of the disciplinary proceedings was completed within an hour on the same day on 7-9-2000. The inquiry report was also submitted on the same day without observing the rules of natural justice and disciplinary, appeal rules and also in absence of delinquent workman and their defence assistant. The findings of the inquiry was served on the delinquent workman to file comments on such findings. Further contention is that on the date of the furnishing of the inquiry report on 8-9-2000, meeting of the officers was held at Vatva, Diesel Shed, in the board room when Shri Anand Swarop, Senior Divisional Mechanical Engineer, Shri Nand Kumar, Divisional Mechanical Engineer and Shri M.V.G. Menon, the Assistant Mechanical Engineer, Senior Electrical Foreman, Vatva and Assistant Mechanical Engineer remained present and they all took a common decision to dismissed the workmen from service with immediate effect and accordingly, the workmen were informed next day to take dismissal order from the office of the Divisional Mechanical Engineer Annexure-J (Collectively). Further case is that according to the Conduct, Discipline and Appeal Rules, 1966, the Railway Board has clearly directed the authorities concerned that Demonstration and Dharna be held in a peaceful manner. It is the case of the Union that the said demonstration/Dharna observing relay fast remained peaceful and no obstruction of any nature took place. Union has also taken permission from the Police Authorities and had also applied to the Railway Administration but even then the Railway Administration has taken prejudiced view that peaceful demonstration/Dharna can be only held by recognized union and not by any unrecognized union and thus the Railway Administration has shown discrimination between the recognized and unrecognized union. Further case is that there are 15 to 20 trade union functioning in the Western Railway, out of which Western Railway Employees Union and the Western Railway Mazdoor Sangh are the only recognized union at present. The facilities of holding demonstration/Dharna meeting is allowed to the recognized union and when the unrecognized unions though hold majority in Western

Railway tried to muster protest against the Railway Administration highlighting for genuine and bona fide demands, the Railway Administration with a view to curb the legitimate trade union activities decided to hold inquiry against the workman of PRKP and also dismissed them from services with immediate effect, by hurriedly conducting and concluding the inquiry with malicious and vindictive attitude and also with ulterior motive. Further case is that the workman had not committed any misconduct warranting their dismissal from services by original order passed by the Disciplinary Authority. But subsequently after intervention of the Hon'ble High Court of Gujarat to consider the case of the workman concerned sympathetically, the Disciplinary Authority passed punishment order of reverting one step down for 3 years with future effect with minimum pay scale. Further contention is that the modified order of punishment is unjustified and unduly harsh which comes under major punishment, whereas the workman had conducted only peaceful relay fast after giving prior information to the Railway Administration for fulfilment of the demands and also after getting due permission from the Police Administration. Further case is that all the three workmen are the office bearers of the union PRKP and are the protected workmen and no such penalty or dismissal from the services can be imposed during the pendency of the conciliation proceedings before the ALC (Central). On these grievances union (PRKP) has sought for relief for setting aside the order of punishment imposed on the three workmen Daya Shankar Oza, Premjit Singh and Shri Dinesh Chaturvedi, regarding punishment of reverting to one step down for three years with future effect with minimum pay with other relief that the workmen have not committed any misconduct warranting imposing of any penalty and for granting all fringe benefits as usual including all arrears of pay and other perks and perquisites and for other relief to which the union and their workmen are entitled.

(3) The first party filed its written statement pleading inter-alia that the Reference is not maintainable and the dispute referred for adjudication does not fall within the purview of Industrial Dispute Act and Schedule-III, of the I. D. Act. The dispute is also barred by delay, laches acquiescence and estoppel and that this tribunal has no jurisdiction to modify or reverse the order of punishment passed by the revisional authority under the ID Act. The case of the first party is that the second party workmen have been awarded punishment under procedure laid down by the rules and regulation and also by statute. Workmen were given full opportunity to defend themselves and the penalty was imposed on the workmen on consideration of the materials on the record against them. Further case is that the Railway establishment provided remedy for redressal of grievances for which number of official channels are available to the railway staff to have their grievance redressed whereas the Dharna/Gherao are no

means to redress the grievance. Further case is that union of PRKP is not recognized union, and so, this union has no legal right to raise any collective demand, since this union is unrecognized so, has no right to hold Gherao and Dharna for redressal of demand either in the premise of the first party or in front of the gate of the first party premises. Further contention is that the union PRKP has not taken permission from the officer of the diesel shed, Vatva, for holding Dharna and Gherao on 7-6-2000. Further case is that the three employees of diesel shed had made complaint that the union workman shouted slogan and created disturbance in their work praying for taking disciplinary action under DAR against the workmen holding Dharna. Such stand has also been taken that only through recognized union demand can be raised but the unrecognized union are not competent to raise collective demand or to file any letter for holding Dharna/Gherao if the demand are not redressed. Further case is that the second party workmen have taken part in slogan shouting and Gherao in front of the gate of diesel shed without permission which caused disturbance in working. Further case is that the first party had replied to ALC (Central) from time to time that the three employees had taken part in illegal activities of slogans shouting and Gherao so, they were to be taken to task under DAR and so, the Railway Administration had appointed inquiry officer. Further case is that the objection of the workmen are without any merit, so, inquiry was not challenged and inquiry was initiated against them and they participated in the inquiry and inquiry was conducted in accordance with rules and regulation and the right to object inquiry can only be available pending inquiry as and when the conduct of the inquiry officer is doubtful or with bias mind. Opportunity was given to the workmen to defend themselves. Copy of inquiry report was provided to the delinquent workman and the competent authority after considering the findings of the inquiry report imposed punishment to all the workmen. Further the first party had denied allegation made para-wise in the statement of claim however, accepted that the delinquent workmen moved the Hon'ble Gujarat High Court challenging the original order of their termination but Hon'ble Court directed the first party to review the appeal and so the competent authority modified the order of removal by substituting punishment order as to reverting them to step down for three years with future effect with minimum pay and thus the order of punishment has become final and no court inferior to High Court can look into the order passed by the Disciplinary Authority and so far as paras 10 to 13 statement of claim, the first party has no dispute. On these grounds prayer has been made to dismiss the Reference since the order under challenge is not eligible for setting aside or any other modification.

(4) Following issues are framed for consideration and determination in view of the pleadings of the parties :

ISSUES

- (I) Whether the Reference is maintainable ?
- (II) Whether the management of first party was justified in taking action against the three workmen being representative of the union PRKP ?
- (III) Whether the orders and circulars of the Railway Board allowed the first party to discriminate the union PRKP on the ground of being unrecognized union, though the registered union on the Western Railway by depriving it on holding peaceful dharna, relay fast even in peaceful manner ?
- (IV) Whether the action of the management of the first party imposing punishment in reverting the three workmen Shri Daya Shankar Oza, Shri Premjit Singh, Shri Dinesh Chaturvedi who were the office bearers of the union PRKP to one step down for three years with future effect with minimum pay is justified ?
- (V) Whether the order of punishment awarded is shockingly disproportionate to the gravity of the charges ?
- (VI) What relief the concerned workmen are entitled ?

(5) Issue No. II :

Out of the three workmen involved in this case represented by the union PRKP, one of the workman Shri Daya Shankar Oza was examined on affidavit at Ext. 10 and was cross-examined by the lawyer of the first party. It has been stated that the two other workmen Premjit Singh and Dinesh Chaturvedi are the bonafide members of the union PRKP and are the office bearers and that the union had approached to the administration of the diesel shed for redressal of the grievances of the workman but no any heed was paid. Then an intimation letter was given to the first party that union member will go on symbolical relay fast on 7-6-2000 and prior to this permission had been taken from the Police Commissioner, Ahmedabad for use of the loud-speaker during the demonstration which was to be held in front of the diesel shed office, Vatva. It has been further stated that he is protected workman being Secretary of the union PRKP, Vatva, diesel shed and other two workmen, Shri Premjit Singh and Shri Dinesh Chaturvedi were also protected workmen being Vice President and Assistant Secretary of the Union. He further stated that the Police Commissioner had allowed the union to use loud speaker in the aforesaid Demonstration/Dharna and that he and two other workmen, Shri Premjit Singh, Shri Dinesh Chaturvedi had not acted in illegal manner nor caused damage to the properties of the Railway, that due to such symbolical relay Fast/Dharna, the first party/

employer had not suffered any financial loss nor any loss occurred to the representative of the first party organization and that to hold Dharna and hold meeting is legal right given by the Legislature under the I.D. Act. Only on the ground of holding Dharna the first party was not justified in imposing punishment upon them. It has been stated that in the departmental enquiry the employer has not examined any witness in support of their contention. He was cross-examined at length by the lawyer of the first party and he emphatically stated that it is not a fact that only recognized union is allowed to put their grievances or to hold dharna or meeting in redressal of the grievances. It has come that the PRKP of Western Railway is an ancillary union to the union Bhartiya Mazdoor Sangh. He also stated that in the said peaceful dharna demand had been made for all the railway staffs. Vide para 6 during the cross-examination he deposed that the union PRKP has filed the statement of claim on behalf of them and the statement of claim has been signed by the General Secretary of the union who raised the dispute for illegal action taken by the first party against the office bearer of the union. Vide para 8 he deposed that dharna was held from 10 am to 5 pm and during the course of dharna office of the diesel shed was smoothly running and no any disturbance was caused. In support of the claim several documentary evidence have been filed on behalf of the second party union which is at Ext. 5 series. Ext. 5 is the list of the documents, Ext. 5/1 is the letter dated 22-5-2000 addressed to Senior Divisional Mechanical Engineer diesel shed, Vatva by Shri Daya Shankar Oza, Branch Secretary of diesel shed informing that from 7-6-2000, they will be holding relay fast in front of the main gate of the diesel shed from 7-6-2000 from 10 am mentioning as many as 8 charter of demands. Ext. 5/2 is a letter addressed to the Police Commissioner Shahebaugh, Ahmedabad by Daya Shankar Oza, Secretary Vatva Branch asking permission for the symbolical relay fast in front of the main gate of the diesel shed from 7-6-2000 to 16-6-2000 informing that relay fast will be held from 10 am to 5 pm by using also loud speaker. Ext. 5/3 permission letter of the Police Commissioner granted from 7-6-2000 to 13-6-2000 and also granting use of the loud speaker. Ext. 5/4 is the other permission letter through which the Police Commissioner granted permission for use of loud speaker for holding relay fast from 14-6-2000 to 20-6-2000. Ext. 5/5 is the letter addressed to the Divisional Railway Manager, Western Railway, Vatva on the letter pad of PRKP regarding names of the office bearers of this union in the Vatva diesel shed branch which go to show that one of the workmen Premjit Singh was intimated to be Chairman and Shri Daya Shankar Oza, as a Secretary and Shri Dinesh Chaturvedi as a Assistant Secretary besides the names of other office bearers as Vice Chairman, Executive President, Organization Secretary and so and so. This letter was on the subject of formation of body of PRKP, Vatva Branch which is dated 12-4-2000. This goes to show that the management of the

first party was knowing that three workmen are the office bearer as Vice Chairman, Secretary and Assistant Secretary of the Vatva branch, working in Vatva diesel shed. That also goes to show that those workmen were in the category of protected workmen and such fact was known to the first party Railway Administration. When as per Ext. 5/1 the letter was given to the Senior Divisional Mechanical Engineer diesel shed Vatva for holding relay fast from 7-6-2000 onward and the use of the loud speaker and holding relay fast/dharna has been permitted by the police department. Ext. 5/6 is the copy of complaint made against the three workmen Shri Daya Shankar Oza, Shri Premjit Singh, Shri Dinesh Chaturvedi addressed to the Senior Divisional Mechanical Engineer, diesel shed Vatva on the subject of illegal activities of railway employee diesel shed on 7-6-2000 that the union PRKP being unrecognized union has caused disturbance in the normal working of the Diesel Shed by such activities of dharna mentioning also the names of two workman Bharat Rathod and L.G. Mehta. Ext. 5/7 to 5/14 are the memorandum of charges given to the three workmen and, charges of organized dharna outside the main gate of diesel shed Vatva being a member of unrecognized union causing disturbance and obstruction of normal working of the diesel shed Vatva. Another memorandum of charge is for restraining the railway employee for 1 hour on 20-6-2000 stopping official vehicle at 18 hours levelled against three workmen. Ext. 5/15 is the letter of the Secretary of PRKP Vatva Branch addressed to General Manager Western Railway MDRM. Western Railway, Baroda and Senior Divisional Mechanical Engineer diesel shed dated 10-6-2000 intimating for going on indefinite strike from 24-7-2000 attached with the charter of demands highlighting that the Hon'ble High Court in AIR 1985 (311) has held that the representatives of any union has every right to put their grievances before the management and through which prayer was made for revoking order of suspension of the three workmen and for taking action against Senior Divisional Mechanical Engineer namely Shri Anand Swaroop. Ext. 5/17 is the complaint made before the RLC (Central) Ahmedabad. Ext. 5/18 is the representation on the subject of unfair labour practice by the Divisional Railway Manager, Western Railway, Baroda before the RLC (Central). Ext. 5/19 is the notice sent from the office of the RLC (Central) Ahmedabad, to the General Manager, Western Railway and Senior Divisional Mechanical Engineer, Western Railway, diesel shed Vatva, which is dated 20-6-2000. Exts. 5/20, 5/21, 5/22 are the three letters given by the concerned workman raising objection against the Inquiry Officer and making prayer for appointment of impartial officer as Inquiry Officer. Ext. 5/23 is another letter dated 7-5-2000 for the workman Dinesh Chaturvedi for change of the Inquiry Officer. Ext. 5/24 is the reply. Ext. 5/25, 5/26, 5/27 is the reply given to the concerned 3 workmen from the management turning down their request for change of the Inquiry Officer. Ext. 5/28 is a note of the

office of the Senior Divisional Mechanical Engineer intimating that the workmen were unnecessarily making interference and trying to linger the departmental inquiry. Exts. 5/29, 5/30, 5/31 are the findings of the Inquiry Officers and statement of the witness Lakshmi Gopal Agera, Bharat Rathod and N. K. Vyas and also the original order of punishment as to removal of the 3 workmen from the service of the first party railway. Ext. 5/32 is the Xerox copy of the Discipline Conduct and Appeal Rules, 1966. Ext. 5/34 is the copy of the order and judgment by the Hon'ble Gujarat High Court in the 3 petitions filed by the General Secretary of PRKP against the imposed punishment of termination of the three workmen though direction was given by the Hon'ble Court for sympathetic consideration by the Revisional Authority of the railway in connection with the revision filed by the concerned workmen. Exts. 5/35, 5/36, 5/37 are the copies of order passed by the railway administration dated 26-0-2001 on the subject DAR action against them with Reference to their revision petition dated 18-7-2001 substituting the punishment upon them by imposing reversion to next lower grade at the minimum basic pay for the period of 3 years with future effect. Ext. 5/38 is the copy of the extract of the Rules 6 and 7 of the Railway Service Conduct Rules. Ext. 5/39, 5/40 is the copy of the Rules 6 and 7 together with the copy of letter from General Manager, Western Railway dated 12-6-1968 and copy of unstarred question number respectively dated 22-11-1971. Exts. 5/41, 5/42 are the copies of letter dated 2-1-2001 of Assistant Mechanical Engineer (T) with copies of inquiry report and reply of the concern workmen. Exts. 5/44, 5/45, 5/46 are the reply of the concern workman containing also the joint representation of as many as 37 of workmen diesel shed, Vatva, addressing to the foreman which Inquiry Officer diesel shed, Vatva informing that due to relay fast/dharna held on 7-6-2000 they have not been disturbed at their working at diesel shed nor such relay fast/dharna had caused disturbance to the smooth working at the diesel shed also informing that the sound of the microphone was very low in comparison to the noise created by the air-compressor of the diesel engine in the diesel shed and that the sound was also low in comparison to the horn and the engine. Through this joint letter as many as 37 workmen had highlighted that with ulterior motive the supervisors were being sent to the place of relay fast and the railway administration getting information regarding alleged dharna/relay fast. From the aforesaid document, it appears that during the inquiry the delinquent workman had asked for support their defence through as many as 37 workers who had jointly represented to the railway administration of Vatva diesel shed that no disturbances was caused in the working at Vatva diesel shed but no opportunity was given by the Inquiry Officer improving the defence of the chargesheeted workman.

(6) On behalf of the first party Shri A. K. Sharma an employee of the Railway Administration, Western Railway posted at ADME/DSL in Ahmedabad division has given

evidence on affidavit and he was cross-examined by the General Secretary PRKP. During the cross-examination, he admitted that he is working in diesel shed Vatva since 3-4-2008 and said that he has such information that only recognized union can hold dharna but unrecognized union cannot hold dharna and that he came to know that 3 persons had seated on dharna. He also admitted that the place of the dharna is situated away from the main gate and in between place of dharna and the main gate railway track is running and after railway track there is some tea and breakfast stall. Vide para 2 he deposed that the work at diesel shed is running 24 hours and there is loud noise/sound of the engine in the diesel shed and from the railway track which passed there is noise of the passing trains which also cause disturbance and adverse effect upon the work of the railway staff. Vide para 3 he stated that he has no any knowledge that prior to this any railway staff was charge sheeted for holding dharna or not. He admitted that prior to holding dharna the union representative of PRKP had given written information to the railway officer for holding dharna and that the union PRKP had also taken permission from the police authority for use of microphone. He has shown ignorance that the rules regarding holding dharna is applicable to all union or not vide para 4(a) he stated that only 2 staff had made a complaint regarding causing disturbance to their work due to dharna. He admitted that as many as 37 railway staff working in the Vatva diesel shed jointly made representation that no any disturbance is caused to them due to said dharna by the union member of PRKP on 7-6-2000. Vide para 6, he denied that the 3 workmen Shri Daya Shankar Oza, Shri Premjit Singh, Shri Dinesh Chaturvedi were protected in the category of protected workman. He admitted that the facts mentioned in the circular dated 12-6-1998 which railway department has issued in which it has been incorporated that the union or any staff can sit on dharna in peaceful manner. He also admitted that the General Manager Western Railway has again circulated letter dated 6-1-2009 for complying with the circulars of the 1968.

(7) The first party with a list at Ext. 15 filed some documents. Xerox copy of Board's letter dated 29-12-1966. Ext. (15/1) xeros copy of letter dated 26-2-1967. Ext. 15/2 copy of letter addressed to Senior Divisional Mechanical Engineer dated 7-6-2000. Ext. 15/3 is letter to Senior Divisional Mechanical Engineer by Senior with regards to leave granted to Premjit Singh. Ext. 15/4 it is also clear that the Board have considered that railway servant can hold demonstration etc. if does not fall within prohibited activities mentioned in Rule 91 of Railway Servant Conduct Rules, 1946. Ext. 15/3 is information given by the 2 of the staffs regarding causing disturbance has already been discussed above, while discussing on the evidence side of the second party union. In this connection it has also to be borne in mind that only 2-3 persons has reported to the Senior Divisional Mechanical Engineer regarding disturbance caused to them in their work due to holding

dharna by the member of union PRKP. But the representation of as many as 37 workmen vide Ext. 5/15 go to discard the complaint of the 2-3 workers vide Ext. 15/3. More so, the management witness A. K. Sharma during the cross-examination has admitted that 37 workmen made representation that no disturbance caused to them in their work on 7-6-2000 and they had worked smoothly in the diesel shed, Vatva.

(8) On consideration of the oral and documentary evidence of both sides discussed above, it is proved that the three workmen Shri Premjit Singh being a Chairman, Shri Daya Shankar Oza, being a Secretary and Shri Dinesh Chaturvedi an Assistant Secretary of the Union PRKP in the Branch of diesel shed, Vatva seated as symbolical relay fast and relay fast was in peaceful manner and the said relay fast/dharna was held after giving due intimation to the Senior Divisional Mechanical Engineer, diesel shed, Vatva highlighting that the demands made earlier has not been fulfilled. It has also come to know that the place of the holding dharna/relay fast was not inside diesel shed, Vatva, rather was also in front the main gate of diesel shed, Vatva intervened by the railway line through which up and down trains used to pass and that the union has also taken prior permission for use of loud speaker from the local police authority and due permission had been granted, the loud speaker was used in low sound in comparison to the noise/sound of passing train and noise/sound of the engine and horn inside the diesel shed, Vatva. The charge levelled against the concerned workmen was regarding holding dharna being member of unrecognized union causing disturbance but from the admission of the management witness the majority of the workers working in the diesel shed had made representation that no any disturbance was caused in working whereas on reporting of 2-3 workers, action was taken against the workmen, put them under suspension and given chargesheet for their such misconduct.

(9) It has been argued on behalf of the second party that union had not directed to make any discrimination in the status of government servant staff and the Hon'ble Apex Court has also held that the every citizen has freedom of expression to show their resentment in peaceful manner citing the case law of the Mumbai High Court in AFO No. 62 of 2007/CF No. 497 of 2007 and CF No. 126 of 2000. In this regard there should not be any discrimination in the status of the staff. More so, the second party union has filed the copy of award which was disputed between the union PRKP with the Western Railway Administration in the matter of special leave and other privilege to the members of the PRKP where in Railway Administration of the Western Railway had not granted the special leave and other privilege to the members of the PRKP in attending conciliation proceedings or Industrial Tribunal at par with members of recognized trade union. It is an admitted position that the union PRKP is registered union

on Western Railway and which is affiliated to Akhil Bhartiya Railway Sangh. The union PRKP had raised the dispute as and when the member of union was discriminated in granting special leave and privileges at par with members of the recognized union so, the Reference was allowed and first party Western Railway had been directed to grant special leave and other privileges to the representative of the PRKP for conciliation etc. at par with the members of the recognized union, by an award dated 18-8-1994. The first party Railway Union of India challenged the award in the Hon'ble High Court which was upheld and thereafter, the first party Railway Administration went in civil appeal No. 5047 of 1996 before the Hon'ble Supreme Court and the Hon'ble Supreme Court confirmed the award of the tribunal and the order of the Hon'ble High Court and since thereafter members and office bearers of the PRKP were availing special leave and other privilege even being unrecognized by the railway administration at par with members of the recognized union. More so, under the Railway Service Conduct Rules, 1956, there was decision of Railway Ministry that where peaceful or orderly meeting or demonstration are held during the lunch interval without obstructing in any manner the free passage and from the office there would be no objection to the holding such meetings and demonstration nor could participating staff render themselves liable to disciplinary action thereby. The same position will apply in respect of peaceful and orderly meeting and demonstration during the half an hour interval prior to the start of the working hours and half an hour interval succeeding the close of working hours. Further decision was taken by the Railway Ministry that demonstration, meetings, procession, which are orderly, peaceful and held in office premises and outside working hour should not be interfered. Further decision that demonstration/raising slogans of every such days orderly taken should not be permitted at the office premises and disciplinary proceedings should be started against those who have been indulging in such action. In this connection it is evident from the material on the record that Dharna or even a use of mike permitted by the police administration was also not in use in the premises of the diesel shed, Vatva rather the place of Dharna was away from the main gate of diesel shed, fairly intervened by the up and down railway tracks and there were noises of passing of rails and noise of the diesel shed works if self and more so, majority of the workers represented that no any disturbance was caused due to said relay fast/dharna on 7-6-2002. In such view of the matter discrimination caused by the first party railway that since they are member of unrecognized union so they are liable for holding Dharna appears to be unwarranted. Had it been a case of the members of recognized union holding dharna that day, the railway administration might not have taken any action like suspension order and issue of charge sheet and holding inquiry and imposing of punishment termination etc.

(10) From Ext. 5/39 it appears that a letter was circulated from the Head Quarters Office on 12-6-1968 on the subject unions dealing with permission to hold meeting in the railway premises for unrecognized union, it has been mentioned that the report on holding unauthorized meeting in railway premises by the recognized union and also by some individual disgruntled Railway Employees who have been disowned by the recognized trade unions and what action should be taken in such case by the railway administration ? Then it was decided that there is no provision in any of the statutes under which the police can be asked to prevent an organization or any individuals from holding a meeting within railway limits. Moreover, it is pointed out that a citizen has a fundamental right of freedom of speech and expression and to assemble peacefully without arms and the grant of permission to hold meeting is govern by local laws and rules which are regulatory but not repugnant to fundamental right. There is thus no remedy against railway staff holding meeting without permission of local authority. Ext. 5/15 is the copy of un starred question No. 444 with its answer by Hon'ble Deputy Minister in the Ministry of Railways Answer to the unstarred question A-B "there is no rule order or notification prohibiting railway employee from organizing or participating in meetings or demonstration in support of their grievances provided such meetings of the demonstrations are peaceful and orderly. In support of fact that the three concerned workman were in the category of protected workman being Secretary, President and Assistant Secretary of the branch of Vatva diesel shed for which list of the protected workman vide Ext. 5/5 had been furnished to the DRM Western Railway mention also the 3 workman. In this connection to support the sides of the concerned workman case law has been Cited reported in HLL Life Care Ltd. Vs. Hindustan Latex Labour Union another where in the lordship of the Kerala High Court has held that it is left to the union to choose its office bearers who are to be protected workman and that only option available to the employer is to have recognized the workman nominated by the union as protected workman. Also relied upon case law of chairman of SBI and Another Vs. All Orissa State Bank Officers Association Ors. Respondent reported in 2002 SCCL 323 where in staff circular no. 91/87 para 2 is set aside and permitting the petitioners association to meet and discuss the grievances of any individual member of the petitioner Association relating to his service condition in regulated prescribed manner. It has also directed to the management of SBI to keep in mind relevant observations made in judgment dated 24-11-1998 of the High Court and also in this order while dealing with its employees. Officers and the Unions, recognized or unrecognized.

(11) From discussion made above when the second party union is registered union though this union has not been recognized by the Western Railway Administration and in case of granting special leave discrimination had

been made to the members of this union (PRKP) whereas special leave has been granted to hold conciliation proceedings to the members of the recognized union, the second party union (PRKP) raised dispute and award was passed in its favour directing the Railway Administration to grant special leave and other privilege to the representatives of the second party union for the conciliation etc. at par with the members of recognized union. The award was completely upheld upto the Hon'ble Supreme Court when the first party Railway Administration challenged that award. So, now it is clear that the union PRKP successfully raised dispute resulting in award for grant of leave and other privileges to the members of unrecognized union. So, in case of holding peaceful Dharna/relay fast after prior intimation to the officers of the diesel shed Vatva and also seeking permission from the local police administration for use of mike and also in such admitted situation that the dharna place was situated far away from the main gate of the diesel shed Vatva intervened by up and down railway tracks and also considering that majority of the workman has represented that no any disturbance was caused to them in work due to the dharna on 7-6-1990 and also considering the circular of the Railway Administration of the year 1968 that every citizen has right to freedom of expression in peaceful manner and also in view of the circular of 1968 of the Head Quarter Western Railway, Mumbai informing that there is no provision in any of the statutes under which the Police can be asked to prevent an organization or any individual from holding a meeting within the Railway limits highlighting that citizens have a fundamental rights of freedom of speech and expression and to assemble peacefully without arms. So, in that view of the matter only on the ground that the concerned three workmen were office bearer of the unrecognized union PRKP there is no justification in suspending them more so, when the three workmen admittedly had been granted leave and it was given because that none of the workman was on duty on 7-6-2000 and was holding dharna more so, when the work function of the diesel shed Vatva was not affected in any way due to relay fast, so there was also no justification in issuing charge sheet against the three workmen and more so, if the charge sheet was issued not allowing the workman to put their defence by way of calling the 37 workmen as defence witness who had represented before the Senior Divisional Railway Engineer that no any disturbance had caused and in view of the circulars and rules that every person has right of freedom of speech and expression in a peaceful manner. Even than those three workman had originally been terminated from their services clearly go to show that biased and unjustified action was taken against office bearers of the second party union PRKP by the first party Railway Administration ignoring its own circular and, Railway Ministry decision. This issue is therefore, answered and decided against the 1st party Western Railway Administration.

(12) Issue No. III

It has been held in the foregoing paragraph that those three workmen were office bearers of the second party union PRKP who sat on Dharna/relay fast in peaceful manner after due intimation to the Senior Divisional Railway Engineer, diesel shed, Vatva and DRM. That since their demands connected with the betterment of the railway employees have not been fulfilled so, dharna is taken for making protest commencing from 7-6-2000 onward. Also the union had taken prior permission from the Police authority for use of the mike and also in view of causing no disturbance to the workman of the diesel shed, Vatva and also in view of the fact that place of Dharna was situated considerable far away from the main gate of diesel shed Vatva intervened by up and down railway line where some Tea and breakfast stalls are situated and also considering that diesel shed Vatva, was itself producing the loud noise of engine and due to mechanical complaints etc. and noise by the passing up and down trains and also in view of the fact that the mike was in use in very low sound and also in view of that there is no any provision to take police action to prevent organization from holding meeting Dharna etc. In that view of the matter the action the first party is unjustified in as much as three workmen who were on leave while issuing memorandum of charges and conducting inquiry without giving opportunity to the delinquent workman to support their defence statement. More so, when the union PRKP had raised an industrial dispute through members and office bearers and were granted special leave and other privileges at par with the members of recognized union by directing the Railway Administration and the matter was upheld by the Hon'ble Supreme Court so in that view of the matter there is no any reason to the first party Railway Administration to discriminate that since 3 workmen were members of unrecognized union PRKP though registered union on Western Railway has committed wrong and has no right to hold Dharna relay fast etc. for redressal of the grievances at par with members of the recognized union. So this issue is also decided against first party.

(13) Issue Nos. IV & V

Memorandum of charges issued to the workman can be said to be regarding minor misconduct and on proof of charges attracting minor punishment either of warning or censure but not as major punishment of terminating from service or even on modifying punishment on direction from the Hon'ble High Court of Gujarat had to be imposing punishment in reverting them to one step down for 3 years with future effect with minimum pay which also come in the category of major punishment. It has been argued by the Mr. H.B. Shah, the Learned Counsel appearing for the first party that this tribunal has no jurisdiction to make interference by invoking Section 11 (A) of the I D Act in the punishment to the charges against workman and further argued that this tribunal has no jurisdiction to

modify order of punishment. It has been also argued that earlier the industrial dispute vide IC 74/91 PRKP an unrecognized union had raised the industrial dispute for limited purpose of grant of special leave etc. to their benefit and the award in that case was passed for limited benefit and so, there is no applicable in the instant case for extending benefit to PRKP unrecognized union by the Western Railway to hold Dharna/relay fast at par with the right of the recognized union such argument in defence by Mr. Shah, does not appear to be tenable to prove the case of Railway Administration. Admitted position is that the office bearer of second party union PRKP was not granted special leave and other amenities to appear in conciliation matter or before tribunal in case but that was hold in favour of union and it was upheld even up to Hon'ble Supreme Court, on the basis it was not in command by the first party railway to discriminate second party union as unrecognized union and not allowing them to hold peaceful Dharna or meeting at par with the members of the recognized union. More so, the original action taken by the first party in terminating the services of the 3 workmen on the so called minor misconduct. Even it is presumed for the sake of the argument being member of unrecognized union therein holding dharna or relay fast and also considered that those 3 workmen were on leave and their leave were sanctioned by the controlling officer so, they were on authorized leave. In that view of the matter awarding of the minor punishment was attracting even on conclusion of the departmental inquiry against them and even the delinquent workman were not allowed to put their defence through 37 workmen who represented that dharna did not cause any disturbance due to relay fast held by the 3 workmen on 7-6-2000. So, considering that original action was taken against 3 delinquent workmen in terminated their services but on the basis of some sort of direction from the Hon'ble Gujarat High Court for taking sympathetic view in their revision application pending before the Railway Administration in which instead of sympathetic order the major punishment of termination was substituted by another major punishment in reverting them to one step down for 3 years with future effect with minimum pay. So, under the provision of Section 11-A of the ID Act this tribunal can invoke jurisdiction that the punishment imposed upon the 3 delinquent workman is shockingly disproportionate to the gravity of misconduct under the charges.

(14) As per discussion made above, I find and hold that action of the management of Divisional Railway Manager, Western Railway Baroda, and Senior Divisional

Mechanical Engineer, Western Railway Diesel Shed, Vatva imposing punishment in reverting Shri Daya Shankar Oza, Premjit Singh and Dinesh Chaturvedi to one step down for 3 years with future effect with minimum pay is unjustified and unwarranted. Because such punishment is shockingly disproportionate to the misconduct of the delinquent workman and more so, when the constitution does not permit to discriminate between individual or even between two unions by holdings one of them recognized union and another unrecognized union and also disproving of discriminatory action of W.R. (1st party) in award passed in IC 74/91 upheld upto Hon'ble Supreme Court, the first party Western Railway for discriminating that the second party union is unrecognized union and has no right to hold Dharna/relay fast etc. or to put their grievances to the Railway Administration and action was taken against 3 workmen who were office bearer of the second party union by the first party Railway Administration is itself speak a volume that there was no any ground for their suspension and issuing charge-sheet etc. and imposing major punishment without giving opportunity to put their defense. So these issues are also decided against the 1st party Western Railway.

(15) Issue No. VI

The second party union has proved its case made in the statement of claim through oral and documentary evidences which is also admitted by the management witness and so the punishment order awarded to the 3 workmen Daya Shankar Oza, Premjit Singh and Dinesh Chaturvedi who were office bearers of the PRKP Branch, Vatva diesel shed in reverting them to one step down for 3 years with future effect with minimum pay is hereby set aside, since those workmen have not committed and misconduct of such magnitude for awarding or imposing of such major punishment. The first party is directed to grant all fringe benefits to usual to those 3 workmen and grant all arrears of pay and other benefits.

This Reference it fit to be allowed. I, therefore, pass the following order :

ORDER

The Reference is allowed. The punishment order of the three workmen mentioned above are set aside. The first party is directed to grant all fringe benefits including arrears of pay and other benefits etc. No order as to cost.

Dictated

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 7 जून, 2011

का. आ. 1794.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 355/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-6-2011 को प्राप्त हुआ था।

[सं. एल-40012/2/2000-आई आर (डी यू)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 7th June, 2011

S.O. 1794.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 355/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 7-6-2011.

[No. L-40012/2/2000-IR (DU)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri J. Srivastava,
Presiding Officer,
C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. Industrial Dispute Case No. 355/2001

Date of Passing Award-26th May, 2011

BETWEEN:

The Management of:

(1) The Sub-Divisional Officer (Phones),
Telecom Deptt., Angul.

(2) The Telecom Distt. Manager,
Telecom Department,
Dhenkanal.

(3) The CGM (T),
Telecom Department,
Orissa Circle.

... 1st Party-Management

AND

Their workmen represented through the President,
Orissa Door Sanchar Asthai Mazdoor Sangh (BMS),
Sector-A, 219, Mancheswar Industrial Estate,
Bhubaneswar, Orissa-751010 ... 2nd Party-Union.

APPEARANCES:

Shri Chakradhar Behera, : For the 1st Party-Management
SDO (Phones), Angul. Nos. 1 and 3

Shri Laxmikanta Sahoo, : For the 1st Party-Management
SDO (Legal), O/o GMTD, No. 2.
Dhenkanal.

None. : For the 2nd Party-Union.

AWARD

The Government of India in the Ministry of Labour has referred an industrial dispute existing between the employers in relation to the management of the Sub-Divisional Officer (Phones), Telecom Department in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 vide letter No. L-40012/2/2000-IR (DU), dated 29-5-2000.

2. The dispute as referred to has been mentioned under the head schedule which reads as follows:

"Whether the action of the S.D.O (T), Angul by terminating the services of the disputant Shri Lochan Naik and not paying differential wages as per DOT guideline is legal and justified? if not, to what relief the disputant is entitled?"

3. The 2nd Party-Union espousing the cause of the disputant-workman has filed the statement of claim in which it has been stated that the disputant-workman was engaged as a temporary Telegraph Messenger in the District Telegraph Office, Angul from the date of its opening on 1-5-1995 and served there continuously till his termination on 29-6-1999. He was wrongfully discharged from service without following the rules and regulations. No notice was given to him prior to his termination. He was getting Rs. 20 for 12 hours work which was very less according to the minimum wages fixed by the Central Government. He along with his co-workers lodged a written complaint to the In-charge, Telecom Manager, Angul on 16-9-1998 copy of which was given to the Telecom District Manager, Dhenkanal and S.D.O (Phones), Angul which bore no result. Lastly he referred the dispute to the Assistant Labour Commissioner (Central), Bhubaneswar on 8-9-1999. The conciliation proceedings took place but ultimately they ended in failure. His discharge from service was in violation of the principles of natural justice and provisions of Industrial Disputes Act. Therefore, he is entitled to reengagement and regularization of his service with full back wages. He is also entitled to receive minimum wages for the period he worked with the Management.

4. The 1st Party-Management has stated in its written statement that the disputant-workman was never appointed as Telegraph Messenger in the Departmental Telegraph Office, Angul. Departmental Telegraph Office at Angul was opened on 1-5-1995. There was a ban order dated 30-3-1985 for recruitment of new staff. After opening

of the D.T.O. at Angul immediate arrangement could not be made to appoint Telegraph man either by way of regular appointment or by way of transfer from other stations. Therefore in order to meet the exigency the then SDO, Telegraphs engaged some persons including the disputant-workman for distributing telegraphs on payment of an amount to which the workman and others agreed to receive. The disputant-workman was never engaged continuously for 240 days in a calendar year. After posting of the regular Telegraph man there was no necessity for engagement of the disputant-workman. Therefore he was not engaged after 29-6-1999. So the question of his illegal discharge by the Telegraph Department does not arise. As the disputant-workman has not worked for more than 240 days in a calendar year beginning from 1-5-1995 to 29-6-1999, he does not come within the definition of workman and the provisions of Industrial Disputes Act, 1947 do not apply in his case. The reference is also not maintainable on this ground. It is not correct to allege that the disputant-workman had worked for 12 hours in a day at wages of Rs. 20 per day, he was given Rs. 20 as he agreed to distribute telegraphs with that amount. He was never engaged for 12 hours in a day. The question of financial loss does not arise as he has received the amount voluntarily and did not raise any protest. No record is available in the office of the T.D.M. regarding the representation of the disputant-workman dated 16-9-1998. Since the disputant-workman had not worked for 240 days continuously in a year from 1995 he has no right to claim regularization. The provisions of Minimum Wages Act are not applicable to the disputant-workman. Therefore no question arises regarding violation of provisions of Minimum Wages Act and his case is liable to be dismissed.

5. In his rejoinder he has stated that statutory directions cannot be subverted and contravened with a plea of agreement between the parties. Acceptance of the meagre wages of Rs.20 per day with objection cannot be utilized against the claim of the 2nd Party-workman. The disputant-workman having discharged the duties of regular telegraph man at the D.T.O, Angul was entitled to the salary payable to a regular telegraph man and as such the 1st Party-Management was under a legal obligation to pay the same.

6. Following issues were framed on the pleadings of the parties.

ISSUES

1. Whether the reference is maintainable ?
2. Whether the action of the SDO(T), Angul by terminating the services of the disputant Shri Lochan Naik and not paying differential wages as per DOT guideline is legal and justified ?
3. If not, to what relief the disputant is entitled ?
7. After the case being fixed for evidence of the 2nd Party-Union the disputant-workman continued to remain

absent. Neither the espousing Union nor the disputant-workman appeared before this Tribunal on several dates being fixed for evidence from 2-2-2005 to 7-6-2010 and no evidence on behalf of the 2nd Party-Union was adduced in support of the claim. The 1st Party-Management also remained absent on several dates during the above period and it also failed to adduce any evidence. So the case is being decided without evidence.

FINDINGS

Issue No. I

8. The 1st Party-Management has denied employer and employee relationship between the 1st Party-Management and the disputant workman and also denied engagement of the disputant workman as a Telegraph man in accordance with the recruitment rules. At the same time the 1st Party-Management has admitted that the disputant workman was engaged due to exigency by then S.D.O. Telegraphs for delivery of the telegrams to the addressees. Such engagement does not bring the disputant workman into the definition of "workman" and at his instance the reference made by the Central Government is not maintainable but the contention of the 1st Party-Management cannot be accepted as under Section 2 clause (s) "workman" means any person employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute. Thus the term "workman" is wide enough to include temporary, casual or daily wages employees also. Therefore, it cannot be said that the disputant workman does not come within the definition of the "workman" and the reference made by the Central Government at his instance is not maintainable. The reference is very much maintainable under the facts and circumstances of the case. This issue is accordingly decided in the affirmative.

Issue No. II

9. It is an admitted fact that the disputant workman was engaged by the 1st Party-Management, on daily wages of Rs. 20 to which the disputant workman was agreeable to meet out the exigency of distributing telegrams. The contention of the 1st Party-Management is that the disputant workman was not given work when the TDM, Bhenkanal posted five regular staff from other units of the division to work as Telegraph man. After posting of the regular Telegraph Man there was no necessity for engagement of the disputant workman. Therefore, he was not engaged for delivery of the telegrams after 29-6-1999. Although the disputant workman was engaged on daily wage basis on 1-5-1995 and worked till

29-6-1999 but he has not led any evidence to show that he continuously worked for all this period constituting one year's continuous service in preceding 12 calendar months from the date of his disengagement. He has also not filed any details or service record of his service under the 1st Party-Management. A daily wages employee can be disengaged from service when his services are not required by the Management and he cannot claim benefit under the relevant provisions of the Industrial Disputes Act, 1947. Section 25-F of the aforesaid Act given certain benefits to an employee who has been in continuous service for not less than one year under an employer on retrenchment, but here the disputant workman has failed to make out any case for getting benefit of Section 25-F of the aforesaid Act. Since he had agreed to work under the 1st Party-Management on daily wages of Rs. 20 he cannot lay any claim for minimum wages as he had failed to establish the fact that he had worked for eight hours or more on the days of his engagement. Therefore the action of the SDO(T), Angul by terminating the services of the disputant-workman Shri Lochan Naik and not paying differential wages as per DOT guidelines is legal and justified. The disputant workman could not even show what are the DOT guidelines under which he is claiming differential wages. No such DOT guidelines has been placed on record. Therefore this issue is decided against the disputant workman and in favour of the 1st Party-Management.

Issue No. III

10. As the action of the 1st Party-Management in terminating the services of the disputant workman and not paying differential wages as per DOT guidelines has been held legal and justified under Issue No. II, the 2nd Party-workman is not entitled to any relief claimed for.

11. The reference is answered accordingly.

Dictated and Corrected by me.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 7 जून, 2011

का. आ. 1795.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 111/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-6-2011 को प्राप्त हुआ था।

[सं. एल-40012/81/2001-आई आर (डी यू)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 7th June, 2011

S.O. 1795.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 111/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 7-6-2011.

[No. L-40012/81/2001-IR(DU)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

Dr. MANJU NIGAM, Presiding Officer

I.D. No. 111/2001

Ref. No. L-40012/81/2001-IR(DU) dated: 28-6-2001

BETWEEN: ~

Shri Shiv Ram,
S/o. Sh. Baldev Prasad,
R/o Pure Media Raghunath Pur (Kataili),
P.O : Bhadokhar,
Distt. : Raebareli.

AND

(1) The General Manager,
Telecom Deptt.
O/o General Manager
Gandhi Bhawan
Lucknow (U.P.)-226 001

(2) The Telecom District Engineer
O/o The Telecom District Manager,
Raebareli (Distt.) - 229 001.

AWARD

1. By order No. L-40012/81/2001-IR(DU) dated : 28-6-2001 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Shiv Ram S/o Sh. Baldev Prasad, R/o Pure Medai Raghunath Pur (Kataili), P.O - Bhadokhar, Distt. - Raebareli and the General Manager, Telecom Deptt., O/o General Manager, Gandhi Bhawan, Lucknow (U.P.) and the Telecom District Engineer, O/o the Telecom District Manager, Raebareli (Distt.) for adjudication.

2. The reference under adjudication is :

"Whether the action of the Management of Telecom, Lucknow in terminating the services of Shiv Ram vide order dated 14-9-99 was legal and justified? If not, what relief the workman is entitled to?"

3. The case of the workman, Shiv Ram, in brief, is that he was employed under Divisional Engineer, Telecom, Raibareli on the post of security guard on 16-10-1996 without any appointment letter and worked as such till 14-9-1999 when his services has been terminated without any notice or retrenchment compensation in violation to the provisions contained in Section 25 F of the Industrial Disputes Act, 1947 in spite of the fact he worked for more than 800 days in total and for more than 240 days in the year preceding his termination. It is submitted by the workman that during his service period he put his attendance on the attendance register and was paid on Muster Roll Sheet and also that he was never given any proof regarding salary. It has been alleged by the workman that the management retained workmen junior to him and also employed some other new persons in violation to the provisions contained in Section 25 G and H of the Act. Accordingly, the workman has prayed that his termination order be set aside and he be reinstated with consequential benefits including back wages.

4. The opposite party has filed its written statement, denying the claim of the workman; wherein it has submitted that the workman was never engaged by it, as such, there arise no question of termination or violation of any of the provisions of I.D. Act. Moreover, it has submitted that the workman was the employee of M/s Security and Protection Services, Varanasi. It has been submitted by the management that the workman never received any payment towards salary from the department directly; rather the management, as per terms of the contract, had always paid for the watch and ward services rendered by M/s Security and Protection Services, Varanasi and in no point of time any payment was made to the workman by the management in lieu of his any services. The management has specifically submitted that the workman was admittedly deployed by the M/s Security and Protection Services, Varanasi as one of its several watchman, which did not create any lien in favour of the workman against the management, furthermore, the contract in between the management and M/s Security and Protection Services, Varanasi came to an end on 5-3-99. Accordingly, the management has prayed that the claim of the workman be rejected without any relief to him.

The workman has filed its rejoinder; wherein he has not brought any new fact apart from reiterating the averments already made by him in his statement of claim.

5. The parties filed photocopies of certain documents in support of their respective claim. The workman has examined itself in support of his averments made in the statement of claim; whereas the management examined Shri N.K. Verma, Divisional Engineer in support of their case. The parties cross-examined the witnesses of each other. After conclusion of parties' evidence, opportunity for argument was provided to the parties; but the parties representatives refrained to avail the same, accordingly, the case was reserved for award.

6. The workman Shiv Ram has examined himself as witness in support of this claim that he had worked as Security Guard for year 1996 to 1999 and he put his attendance on the Muster Roll. Store Incharge used to certify his working days. He further stated that he was given salary according to the working days in Muster Roll. He also stated that when he was terminated, then he came to know that S. N. Security, Banaras was given contract to supply labour, which was approximately for one year. The said contract when came to an end, he could not state. He further stated that his attendance was marked not on the records of S.N. Security; but in the register of Telecom Department by Assistant Engineer and his absence, it was marked by Store Lineman. It was further stated that while terminating he was neither given any written letter nor notice, nor notice pay in lieu thereof nor any retrenchment compensation. It was categorically stated that he worked during period 16-10-96 to 14-9-99 in Telecom Department, Raibareli and he had no relation which S.N. Security. In cross-examination he stated that he was paid salary @ Rs. 50 per day and while giving salary his signatures were not obtained. The workman has filed photo copy of following documents in support of his claim :

- (i) Certificate dated 26-2-98, which finds reference of workman at serial No. 4.
- (ii) Attendance Register w.e.f. 1-8-99 to 31-8-99.
- (iii) Attendance Register w.e.f. 1-7-99 to 31-7-99.
- (iv) Attendance Register w.e.f. 1-6-99 to 30-6-99.
- (v) Attendance Register w.e.f. 1-5-99 to 31-5-99.
- (vi) Attendance Register w.e.f. 1-4-99 to 30-4-99.
- (vii) Attendance Register w.e.f. 7-2-99 to 28-2-99.
- (viii) Attendance Register w.e.f. 1-9-99 to 14-9-99.
- (ix) Attendance Register w.e.f. 1-11-98 to 2-12-98.
- (x) Attendance Register w.e.f. 1-9-98 to 31-10-98.
- (xi) Attendance Register w.e.f. 1-5-98 to 30-6-98.
- (xii) Attendance Register w.e.f. 1-3-98 to 30-4-98.
- (xiii) Attendance Register w.e.f. 1-1-98 to 28-2-98.
- (xiv) Attendance Register w.e.f. 1-11-97 to 31-12-97.
- (xv) Attendance Register w.e.f. 1-9-97 to 31-10-97.
- (xvi) Attendance Register w.e.f. 1-7-97 to 1-8-97.
- (xvii) Attendance Register w.e.f. 1-5-97 to 30-6-97.
- (xviii) Representation dated 5-2-99 of the workman.
- (xix) Forwarding of representation dated 5-2-99 to the Telecom Department.

7. In rebuttal the management has examined Shri N. K. Verma, Divisional Engineer, who stated that the workman was not engaged on any post by the department nor he has been terminated. He further stated that M/s Security

and Protection, S-II, 42-A, Gyatri Nagar Colony, Tanakpur, Varanasi was given contract to supply security guard. It was further stated that payments were made directly, on production of bill to M/s. Security and Protection and the department never made any payment to the workman. The name of the workman was neither sponsored by the Employment Exchange nor he made any application nor was he given any appointment letter nor any termination letter. In cross-examination he has stated that the security guards used to work under his instructions and he has not filed any detail as regards the working details of the workman and payment made to the firm with respect to the security guards. After opposite party's evidence, the management filed photocopy of following documents vide list of documents dated 23-11-2005 :

- (i) Tender along with rule and regulation.
- (ii) Application submitted by M/s Security and Protection Service through Director and agreement.
- (iii) Photocopy of the payment receipt to the contractor regarding their services.

8. When management filed above, referred documents at the belated stage the parties were given opportunity to lead evidence; in light of documents filed, the workman was given time to file documents in rebuttal vide order dated 13-1-2006. The management examined its MW-2, Shri Keshav Prasad Bajpai, SDE who stated that the workman was neither appointed by the department by any mode nor was terminated. He further stated that the workman was deployed by M/s. Security and Protection Services, Varanasi and he was not used to be paid any salary or payment, directly by the department. Further, it was stated that the duty of the workman was fixed by the Security and Protection Services and there was no contract between workman and their department. The management witness has specifically stated that as per Government order, the security guards are arranged on outsourcing basis. The workman did not turn up for cross-examination of the MW-2 even after given several opportunities on 19-10-2006, 14-2-2007, 6-6-2007 and 8-8-2007; and accordingly, the case was ordered to proceed ex-parte against the workman and next date was fixed 10-10-2007 for arguments.

9. The case is fixed for arguments since 10-10-2007; but the parties did not turn up for argument and were getting the case adjourned on one or the other pretext. Since the reference is very old, pending for arguments since 2007, as no party is turning, I think it proper to dispose of the present reference in the interest of justice; and accordingly the case was reserved for award.

10. In the light of the aforesaid rival statements of both the sides I have scanned the documents produced by the workman. The workman has filed photocopy of certificate dated 26-2-98, paper No. 21/3 and has filed

photocopy of attendance register for the month of May, 97 to August, 99 many of which are not on any proper format. A bare perusal of it shows that apart from few, they were hand made and most of them are illegible and many of them are not countersigned by any authority. He has not filed originals to the above documents nor has moved any formal application to get them summoned from the management.

The management witness Shri N. K. Verma in his cross-examination has very specifically stated that 'the attendance was taken by his department'; but he was confronted with the attendance register filed by the workman to prove their genuineness.

11. Per contra, the management has filed photo copy of tender along with rule and regulation and application submitted by M/s Security and Protection Services in response thereof. It has also filed photocopy of payment receipt to the contractor regarding their services.

A bare perusal of contract dated 29-4-99 signed by Divisional Engineer, Telecom, Varanasi and Director, M/s. Security and Protection Services, Varanasi, paper No. C-55 to C-57 shows that the security guards were required to be paid through the contractor and they were not deemed to be employee of any of the either State or Central Government. Also, the payment requisition placed by the contractor before the management for payment finds reference of workman at serial No. 23 in paper No. C-74, at serial No. 20 in paper No. C-75 and at serial No. 17 in paper No. C-77, which shows that the workman was being paid by the contractor itself.

12. Moreover, from the perusal of aforesaid documents, filed by the workman, it is not evident that the workman had worked from 16-10-1996 to 5-2-99. There is no document to prove this fact that the workman had actually worked as casual labour for more than 240 days in the preceding 12 months from the date of his disengagement.

13. Admittedly no appointment letter was issued and no post was ever advertised for the appointment. There is no evidence of the workman that the Divisional Engineer was competent to engage daily wage. He has not produced any voucher or any other documentary evidence to prove this fact that Rs. 50 per day was paid to him as salary for the period mentioned in his statement.

14. It is well settled that if a party challenges the legality of order the burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case burden was on the workman to set out the grounds to challenge the validity of the termination order and to prove the termination order was illegal. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim has been denied by the management; therefore, it was for the workman to lead

evidence to show that she had in fact worked up to 240 days in the year preceding his alleged termination. In (2002) 3 SCC 25 Range Forest Officer vs S.T. Hadimani Hon'ble Apex Court has observed as under :

"It was the case of the claimant that he had so worked but his claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that can not be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside."

15. Analyzing its earlier decisions on the aforesaid point Hon'ble Apex Court has observed in 2006 (108) FLR R.M. Yellatti and Asstt. Executive Engineer as follow :

"It is clear that the provisions of the evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily wages earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus, in most cases, the workman (claimant) can only call upon the employer to produce before the Court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self serving statements made by the claimant/workman will no suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management."

16. In the present case the workman has stated that he has worked continuously for 240 days, but has not

produced any original documents in support of his oral evidence nor summoned the documents from the management. The photocopies of the attendance register filed by him do not serve the purpose as many of them are not on proper/printed format and also they are not signed by any authority. Even for the argument's sake if they are taken to be genuine one, then this Tribunal has to go through them to find out as to whether the workman worked for 240 days in 12 calendar years preceding the date of his termination. And on scrutinizing the attendance register for the period 13-9-98 to 14-9-99, it comes out that the workman has worked for 167 days only during said period.

On the other hand the management has well proved its case by filing copy of contract with the M/s Security and Protection services which reveals that the security guards were required to be paid through the contractor and they were not deemed to be employee of any of the either State or Central Government. Also, the payment requisition placed by the contractor before the management for payment finds reference of workman.

17. Merely pleading are no substitute for proof. Initial burden of establishing the fact of continuous work for 240 days in a year was on the workman but he has failed to discharge the above burden. There is no reliable material for recording findings that the workman had worked more than 240 days in the preceding year from the date of his alleged termination and the alleged unjust or illegal order of termination was passed by the management.

18. Accordingly, the reference is adjudicated against the workman Shiv Ram and he is not entitled to any relief.

19. Award as above.

Lucknow,

24-5-2011

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 8 जून, 2011

का. आ. 1796.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल आल इण्डिया रेडियो एण्ड टेलीविजन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं लेबर कोर्ट, कोलकाता के पंचाट (संदर्भ संख्या 53/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-6-2011 को प्राप्त हुआ था।

[सं. एल-42012/4/2005-आई आर (सी एम-11)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 8th June, 2011

S.O. 1796.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the industrial dispute between the management of All India

Radio and Television, and their workman, which was received by the Central Government on 8-6-2011.

[No. L-42012/4/2005-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT KOLKATA

Reference No. 53 of 2005

PARTIES:

Employers in relation to the management of All India Radio and Television

AND

Their workman.

PRESENT:

MR. JUSTICE MANIK MOHAN SARKAR, Presiding Officer

APPEARANCES:

On behalf of the Management : Mr. Ashoke Chakraborty, Ld. Advocate with Ms. T. Das, Ld. Advocate.

On behalf of the Workman : Mrs. R. Basu, Ld. Advocate

STATE : West Bengal. INDUSTRY : Radio and Television
31st May, 2011

AWARD

By Order No. L-42012/4/2005-IR (CM-II) dated 28-11-2005 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Chief Engineer (Eastern Zone), All India Radio and Television, Akashvani Bhawan, 4th Floor, Kolkata-700001 in terminating the services of Sh. Subrata Kumar Das, Casual Labour at Cossipore Godown is legal and justified? If not, to what relief the concerned workman is entitled?”

2. As per written statement of claim, the workman was working as casual worker in the office of the Assistant Station Director, Cossipore under the Chief Engineer (EZ), All India Radio and Television and he worked as such he worked for 236 days from 1-1-1991 to 31-12-1991, for 239 days from 1-1-1992 to 31-12-1992 and for 139 days from 1-1-1993 to 11-8-1993. Subsequently the service of the workman was discontinued without serving any notice thereto nor any pay was paid in lieu of such notice. The workman filed one application before the Central Administrative Tribunal, Kolkata Bench which was

registered as O.A. No. 236 of 1994 and which was subsequently disposed of with the observation that the application was filed in a wrong forum with further observation that it may be filed in the proper forum as per law and thereafter the present reference has come up. It is stated that the statutory obligation at the time of retrenchment by way of service of notice of termination or to make payment of pay in lieu thereof and payment of compensation have not been performed by the management and thereby the workman concerned claimed that his retrenchment was bad in law for non-compliance of the provision of Section 25F of the Industrial Disputes Act, 1947.

3. The management establishment being All India Radio and Television submitted its written reply stating that the workman concerned was an ex-casual labour under it and his service was not required after 11-8-1993 since the amount of work in the management was reduced so much that in the interest of public service and to reduce the Government exchequer, the service of the workman was discontinued. The management side has stated further that there were 39 casual workers in the Cossipore Godown of the management and that was in gross excess of actual requirement which was sufficient with 20 such casual labourers on need basis for miscellaneous work against daily wage and accordingly, keeping the first 20 persons in engagement, the lower serial of 19 workers were disengaged and among those 19 workers, the workman was one of them. The management side considered that the workman concerned was a daily wage or casual labourer and as such no provision, according to it, for observation of the mandatory provision under Section 25F of the Act. It is further stated that appointment letters are generally issued only to the employees selected and appointed in the regular post of the establishment following recruitment procedure and not to the casual workers. The management side also alleged that the classification of their establishment as an ‘industry’ and also the workman of the present reference as a ‘workman’ are not in the strict sense of the statute. The management has further stated that after the amendment of 1971 Act, payment of one month’s pay in lieu of notice is not mandatory in respect of the disengagement of the present workman nor there is any provision for payment of compensation to such worker as claimed. Management side has stated that the claim of the workman concerned is stale and also it was belated one and demanded dismissal of the reference.

4. A rejoinder, as usual has been filed on behalf of the workman concerned raising no new issue but it was in the style of reiteration of the story already made in the written statement of claim and so detail mention of the contents is not needed thereof.

5. In the present reference a simple question has been raised in the schedule of the reference to decide whether the termination of the workman, Shri Subhas Chatterjee, a casual labour under the management from

his service was legal or justified. Admittedly, the workman concerned was a casual labour and there is no denial from the side of the management that he was so engaged as a casual labour till 11-8-1993 on which date he was disengaged. Since the management felt that the amount of work became reduced to such a level that in the interest of public service, engagement of this worker was not needed to reduce the wastage of money from the Government exchequer.

6. The workman claimed that he was engaged by the management from 1-1-1991 and he continued to work throughout the entire years of 1991 and 1992 ending on 11-8-1993 and thereby the workman claimed that he worked for more than 240 days which qualified him to claim his termination as being illegal as per provision of Section 25F of the Industrial Disputes Act, 1947 since the mandatory provision before his retrenchment was not complied with by the management by way of issuing of notice of termination to him and paying him wages and compensation amount. I find, the management side, though did not disclose as to from which date the workman was engaged by it as a casual labour, ultimately admitted that he worked for the management as a casual labour till before he was terminated on 11-8-1993.

7. Burden to prove the working for more than 240 days, in view of the provision of Section 25F of the Act lies upon the workman who claimed to have worked for such number of days. But, when the management has not denied the engagement of the workman concerned under it as casual worker till before he was terminated on 11-8-1993 and has not specifically disputed the specific period of time of his working under the management as stated by the workman, such burden of proof of work for 240 days shifts upon the management to show that he worked for less than 240 days and is not qualified to get the benefits of the mandatory provision under Section 25F of the Act.

8. Unfortunately no document is forthcoming from either side about the number of days this workman worked under the employer to ascertain whether the workman concerned actually worked for 240 days or more in 12 calendar months preceding the date of his termination. If the description of the number of days in the pleadings of the respective parties are taken up for such consideration, it is found that the workman concerned has claimed that he worked for 139 days upto 11-8-1993 as per description. In the pleading and if the ratio-wise counting is taken up in respect of the number of days, the workman worked in the year 1992, it may be presumed whether the workman concerned worked for 240 days till before he was terminated or disengaged. Employer side stated that the workman concerned worked upto 11-8-1993, though no material is forthcoming from the side of the employer about the dates of his engagement under the employer. Ratio-wise counting may be done in the present case with a presumption of ascertaining the number of days, work of

the workman concerned in preceding 12 calendar months of the date of his termination and in that case, if the admitted date of termination of the workman is taken up for consideration as 11-8-1993, then one-third portion of work done by the workman in the year 1992 just preceding start of 1993 upto 12th August, 1992 totalling 12 calendar months upto 11-8-1993, it will be seen that the workman has worked for around 79 days in the ending part of 1992 to form the period of 12 calendar months ending on 11-8-1993. If the said number of days of work by this workman in the year 1992 is taken up then it will be found that the workman concerned has worked upto 219 days (80 + 139) till before 11-8-1993 as description of the number of days, has been given by the workman himself in paragraph 1 of his written statement of claim. Practically, the contents of paragraph 1 of the written statement of claim, has not been denied from the side of the employer. Acting upon such a situation of ascertaining the number of days the workman concerned has worked in the year 1992, it is found that the number of days till before his date of termination never comes to 240 days to qualify the present workman to call his termination by the employer on 11-8-1993 to be illegal.

9. The Legislature has provided in Sections 25 F and 25 B of the Industrial Disputes Act, 1947 specific eligibility of the workman to claim notice, pay and compensation at the time of termination as 240 days work in the preceding 12 calendar months just before the date of termination and not less. So non-compliance of such service of notice or pay and compensation will not disqualify the order of termination to give any redress to the workman concerned.

10. In such a position, in absence of proper evidence thereto, I am unable to hold that the termination of the workman was illegal and unjustified on the part of the employer, All India Radio and Televisions, Kolkata and so the workman concerned is not entitled to any relief in the present reference.

11. An Award is passed accordingly.

Dated, Kolkata,
the 31st May, 2011.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

नई दिल्ली, 8 जून, 2011

का. आ. 1797.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल आल इण्डिया रेडियो एण्ड टेलीविजन एवं के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 52/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-6-2011 को प्राप्त हुआ था।

[सं. एल-42012/12/2005-आई आर (सी एम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 8th June, 2011

S.O. 1797.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the industrial dispute between the management of All India Radio and Television, and their workman, received by the Central Government on 8-6-2011.

[No. L-42012/12/2005-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT KOLKATA

Reference No. 52 of 2005

PARTIES:

Employers in relation to the management of All India Radio and Television

AND

Their workman

PRESENT:

MR. JUSTICE MANIK MOHAN SARKAR, Presiding Officer

APPEARANCES:

On behalf of the Management : Mr. Ashoke Chakraborty, Ld. Advocate with Ms. T. Das, Ld. Advocate:

On behalf of the Workman : Mrs. R. Basu, Ld. Advocate

STATE: West Bengal. INDUSTRY: Radio and Television
31st May, 2011

AWARD

By order No. L-42012/12/2005-IR(CM-II) dated 28-11-2005 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the Chief Engineer (Eastern Zone), All India Radio and Television, Akashvani Bhawan, 4th Floor, Kolkata-700001 in terminating the services of Sh. Mridul Chatterjee, Casual Labour at Cossipore Godown is legal and justified? If not, to what relief the concerned workman is entitled?”

2. As per written statement of claim, the workman was working as casual worker in the office of the Assistant Station Director, Cossipore under the Chief Engineer (EZ), All India Radio and Television and he worked as such he

worked for 195 days from 1-1-1991 to 31-12-1991, for 188 days from 1-1-1992 to 31-12-1992 and for 124 days from 1-1-1993 to 11-8-1993. Subsequently the service of the workman was discontinued without serving any notice thereto nor any pay was paid in lieu of such notice. The workman filed one application before the Central Administrative Tribunal, Kolkata Bench which was registered as O.A. No. 236 of 1994 and which was subsequently disposed of with the observation that the application was filed in a wrong forum with further observation that it may be filed in the proper forum as per law and thereafter the present reference has come up. It is stated that the statutory obligation at the time of retrenchment by way of service of notice of termination or to make payment of pay in lieu thereof and payment of compensation have not been performed by the management and thereby the workman concerned claimed that his retrenchment was bad in law for non-compliance of the provision of Section 25F of the Industrial Disputes Act, 1947.

3. The management establishment being All India Radio and Television submitted its written reply stating that the workman concerned was an ex-casual labour under it and his service was not required after 11-8-1993 since the amount of work in the management was reduced so much that in the interest of public service and to reduce the Government exchequer, the service of the workman was discontinued. The management side has stated further, that there were 39 casual workers in the Cossipore Godown of the management and that was in gross excess of actual requirement which was sufficient with 20 such casual labourers on need basis for miscellaneous work against daily wage and accordingly, keeping the first 20 persons in engagement, the lower serial of 19 workers were disengaged and among those 19 workers, the workman was one of them. The management side considered that the workman concerned was a daily wage or casual labourer and as such no provision, according to it, for observation of the mandatory provision under Section 25F of the Act. It is further stated that appointment letters are generally issued only to the employees selected and appointed in the regular post of the establishment following recruitment procedure and not to the casual workers. The management side also alleged that the classification of their establishment as an ‘industry’ and also the workman of the present reference as a ‘workman’ are not in the strict sense of the statute. The management has further stated that after the amendment of 1971 Act, payment of one month’s pay in lieu of notice is not mandatory in respect of the disengagement of the present workman nor there is any provision for payment of compensation to such worker as claimed, Management side has stated that the claim of the workman concerned is stale and also it was belated one and demanded dismissal of the reference.

4. A rejoinder, as usual has been filed on behalf of the workman concerned raising no new issue but it was in the style of reiteration of the story already made in the written statement of claim and so detail mention of the contents is not needed thereof.

5. In the present reference a simple question has been raised in the schedule of the reference to decide whether the termination of the workman, Shri Subhas Chatterjee, a casual labour under the management from his service was legal or justified. Admittedly, the workman concerned was a casual labour and there is no denial from the side of the management that he was so engaged as a casual labour till 11-8-1993 on which date he was disengaged. Since the management felt that the amount of work became reduced to such a level that in the interest of public service, engagement of this worker was not needed to reduce the wastage of money from the Government exchequer.

6. The workman claimed that he was engaged by the management from 1-1-1991 and he continued to work throughout the entire years of 1991 and 1992 ending on 11-8-1993 and thereby the workman claimed that he worked for more than 240 days which qualified him to claim his termination as being illegal as per provision of Section 25F of the Industrial Disputes Act, 1947 since the mandatory provision before his retrenchment was not complied with by the management by way of issuing of notice of termination to him and paying him wages and compensation amount. I find, the management side, though did not disclose as to from which date the workman was engaged by it as a casual labour, ultimately admitted that he worked for the management as a casual labour till before he was terminated on 11-8-1993.

7. Burden to prove the working for more than 240 days, in view of the provision of Section 25F of the Act lies upon the workman who claimed to have worked for such number of days. But, when the management has not denied the engagement of the workman concerned under it as casual worker till before he was terminated on 11-8-1993 and has not specifically disputed the specific period of time of his working under the management as stated by the workman, such burden of proof of work for 240 days shifts upon the management to show that he worked for less than 240 days and is not qualified to get the benefits of the mandatory provision under Section 25F of the Act.

8. Unfortunately no document is forthcoming from either side about the number of days this workman worked under the employer to ascertain whether the workman concerned actually worked for 240 days or more in 12 calendar months preceding the date of his termination. If the description of the number of days in the pleadings of the respective parties are taken up for such consideration, it is found that the workman concerned has claimed that

he worked for 124 days upto 11-8-1993 as per description. In the pleading and if the ratio-wise counting is taken up in respect of the number of days, the workman worked in the year 1992, it may be presumed whether the workman concerned worked for 240 days till before he was terminated or disengaged. Employer side stated that the workman concerned worked upto 11-8-1993, though no material is forthcoming from the side of the employer about the dates of his engagement under the employer. Ratio-wise counting may be done in the present case with a presumption of ascertaining the number of days, work of the workman concerned in preceding 12 calendar months of the date of his termination and in that case, if the admitted date of termination of the workman is taken up for consideration as 11-8-1993, then one third portion of work done by the workman in the year 1992 just preceding start of 1993 upto 12th August, 1992 totalling 12 calendar months upto 11-8-1993, it will be seen that the workman has worked for around 79 days in the ending part of 1992 to form the period of 12 calendar months ending on 11-8-1993. If the said number of days of work by this workman in the year 1992 is taken up then it will be found that the workman concerned has worked upto 187 days (63 + 124) till before 11-8-1993 as description of the number of days, has been given by the workman himself in paragraph 1 of his written statement of claim. Practically, the contents of paragraph 1 of the written statement of claim, has not been denied from the side of the employer. Acting upon such a situation of ascertaining the number of days the workman concerned has worked in the year 1992, it is found that the number of days till before his date of termination never comes to 240 days to qualify the present workman to call his termination by the employer on 11-8-1993 to be illegal.

9. The Legislature has provided in Sections 25 F and 25 B of the Industrial Disputes Act, 1947 specific eligibility of the workman to claim notice, pay and compensation at the time of termination as 240 days work in the preceding 12 calendar months just before the date of termination and not less. So non-compliance of such service of notice or pay and compensation will not disqualify the order of termination to give any redress to the workman concerned.

10. In such a position, in absence of proper evidence thereto, I am unable to hold that the termination of the workman was illegal and unjustified on the part of the employer, All India Radio and Televisions, Kolkata and so the workman concerned is not entitled to any relief in the present reference.

11. An Award is passed accordingly.

Kolkata,
31st May, 2011.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

नई दिल्ली, 8 जून, 2011

का. आ. 1798.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑल इण्डिया रेडियो एण्ड टेलीविजन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोलकाता के पंचाट (संदर्भ संख्या 54/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-6-2011 को प्राप्त हुआ था।

[सं. एल-42012/10/2005-आई आर (सी एम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 8th June, 2011

S.O. 1798.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 54/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the industrial dispute between the management of All India Radio and Television, and their workman which was received by the Central Government on 8-6-2011.

[No. L-42012/10/2005-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 54 of 2005

PARTIES:

Employers in relation to the management of All India Radio and Televisions

AND

Their workman.

PRESENT:

MR. JUSTICE MANIK MOHAN SARKAR, Presiding Officer

APPEARANCES:

On behalf of the Management : Mr. Ashoke Chakraborty, Ld. Advocate with Ms. T. Das, Ld. Advocate.

On behalf of the Workman : Mrs. R. Basu, Ld. Advocate

STATE: West Bengal. INDUSTRY: Radio and Television
31st May, 2011

AWARD

By Order No. L-42012/10/2005-IR(CM-II) dated 28-11-2005 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of

the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Chief Engineer (Eastern Zone), All India Radio and Television, Akashvani Bhawan, 4th Floor, Kolkata-700001 in terminating the services of Sh. Utpal Mondal, Casual Labour at Cossipore Godown is legal and justified? If not, to what relief the concerned workman is entitled?”

2. As per written statement of claim, the workman was working as casual worker in the office of the Assistant Station Director, Cossipore under the Chief Engineer (EZ), All India Radio and Television and he worked as such for 232 days from 1-1-1991 to 31-12-1991, for 224 days from 1-1-1992 to 31-12-1992 and for 127 days from 1-1-1993 to 11-8-1993. Subsequently the service of the workman was discontinued without serving any notice thereto nor any pay was paid in lieu of such notice. The workman filed one application before the Central Administrative Tribunal, Kolkata Bench which was registered as O.A. No. 236 of 1994 and which was subsequently disposed of with the observation that the application was filed in a wrong forum with further observation that it may be filed in the proper forum as per law and thereafter the present reference has come up. It is stated that the statutory obligation at the time of retrenchment by way of service of notice of termination or to make payment of pay in lieu thereof and payment of compensation have not been performed by the management and thereby the workman concerned claimed that his retrenchment was bad in law for non-compliance of the provision of Section 25F of the Industrial Disputes Act, 1947.

3. The management establishment being All India Radio and Television submitted its written reply stating that the workman concerned was an ex-casual labour under it and his service was not required after 11-8-1993 since the amount of work in the management was reduced so much that in the interest of public service and to reduce the Government exchequer, the service of the workman was discontinued. The management side has stated further that there were 39 casual workers in the Cossipore Godown of the management and that was in gross excess of actual requirement which was sufficient with 20 such casual labourers on need basis for miscellaneous work against daily wage and accordingly, keeping the first 20 persons in engagement, the lower serial of 19 workers were disengaged and among those 19 workers, the workman was one of them. The management side considered that the workman concerned was a daily wage or casual labourer and as such no provision, according to it, for observation of the mandatory provision under Section 25F of the Act. It is further stated that appointment letters are generally issued only to the employees selected and appointed in the regular post of the establishment following recruitment procedure and not to the casual workers. The management side also alleged that the

classification of their establishment as an 'industry' and also the workman of the present reference as a 'workman' are not in the strict sense of the statute. The management has further stated that after the amendment of 1971 Act, payment of one month's pay in lieu of notice is not mandatory in respect of the disengagement of the present workman nor there is any provision for payment of compensation to such worker as claimed. Management side has stated that the claim of the workman concerned is stale and also it was belated one and demanded dismissal of the reference.

4. A rejoinder, as usual has been filed on behalf of the workman concerned raising no new issue but it was in the style of reiteration of the story already made in the written statement of claim and so detail mention of the contents is not needed thereof.

5. In the present reference a simple question has been raised in the schedule of the reference to decide whether the termination of the workman, Shri Subhas Chatterjee, a casual labour under the management from his service was legal or justified. Admittedly, the workman concerned was a casual labour and there is no denial from the side of the management that he was so engaged as a casual labour till 11-8-1993 on which date he was disengaged. Since the management felt that the amount of work became reduced to such a level that in the interest of public service, engagement of this worker was not needed to reduce the wastage of money from the Government exchequer.

6. The workman claimed that he was engaged by the management from 1-1-1991 and he continued to work throughout the entire year of 1991 and 1992 ending on 11-8-1993 and thereby the workman claimed that he worked for more than 240 days which qualified him to claim his termination as being illegal as per provision of Section 25F of the Industrial Disputes Act, 1947 since the mandatory provision before his retrenchment was not complied with by the management by way of issuing of notice of termination to him and paying him wages and compensation amount. I find, the management side, though did not disclose as to from which date the workman was engaged by it as a casual labour, ultimately admitted that he worked for the management as a casual labour till before he was terminated on 11-8-1993.

7. Burden to prove the working for more than 240 days, in view of the provision of Section 25F of the Act lies upon the workman who claimed to have worked for such number of days. But, when the management has not denied the engagement of the workman concerned under it as casual worker till before he was terminated on 11-8-1993 and has not specifically disputed the specific period of time of his working under the management as stated by the workman, such burden of proof of work for 240 days shifts upon the management to show that he

worked for less than 240 days and is not qualified to get the benefits of the mandatory provision under Section 25F of the Act.

8. Unfortunately no document is forthcoming from either side about the number of days this workman worked under the employer to ascertain whether the workman concerned actually worked for 240 days or more in 12 calendar months preceding the date of his termination. If the description of the number of days in the pleadings of the respective parties are taken up for such consideration, it is found that the workman concerned has claimed that he worked for 127 days upto 11-8-1993 as per description. In the pleading and if the ratio-wise counting is taken up in respect of the number of days, the workman worked in the year 1992, it may be presumed whether the workman concerned worked for 240 days till before he was terminated or disengaged. Employer side stated that the workman concerned worked upto 11-8-1993, though no material is forthcoming from the side of the employer about the dates of his engagement under the employer. Ratio-wise counting may be done in the present case with a presumption of ascertaining the number of days work of the workman concerned in preceding 12 calendar months of the date termination of his termination and in that case, If the admitted date of termination of the workman is taken up for consideration as 11-8-1993, then one third portion of work done by the workman in the year 1992 just preceding start of 1993 upto 12th August, 1992 totalling 12 calendar months upto 11-8-1993, it will be seen that the workman has worked for around 79 days in the ending part of 1992 to form the period of 12 calendar months ending on 11-8-1993. If the said number of days of work by this workman in the year 1992 is taken up then it will be found that the workman concerned has worked upto 202 days (75 + 127) till before 11-8-1993 as description of the number of days, has been given by the workman himself in paragraph 1 of his written statement of claim. Practically, the contents of paragraph 1 of the written statement of claim, has not been denied from the side of the employer. Acting upon such a situation of ascertaining the number of days the workman concerned has worked in the year 1992, it is found that the number of days till before his date of termination never comes to 240 days to qualify the present workman to call his termination by the employer on 11-8-1993 to be illegal.

9. The Legislature has provided in Sections 25 F and 25 B of the Industrial Disputes Act, 1947 specific eligibility of the workman to claim notice, pay and compensation at the time of termination as 240 days work in the preceding 12 calendar months just before the date of termination and not less. So non-compliance of such service of notice or pay and compensation will not disqualify the order of termination to give any redress to the workman concerned.

10. In such a position, in absence of proper evidence thereto, I am unable to hold that the termination of the workman was illegal and unjustified on the part of the employer, All India Radio and Television, Kolkata and so the workman concerned is not entitled to any relief in the present reference.

11. An Award is passed accordingly.

Kolkata,
31st May, 2011

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

नई दिल्ली, 8 जून, 2011

का.आ. 1799.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आल इण्डिया रेडियो एण्ड टेलीविजन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोलकाता के पंचाट (संदर्भ संख्या 30/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-6-2011 को प्राप्त हुआ था।

[सं. एल-42012/167/2004-आई आर (सी एम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 8th June, 2011

S.O. 1799.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 30/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the industrial dispute between the management of All India Radio and Television, and their workman, received by the Central Government on 8-6-2011.

[No. L-42012/167/2004-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 30 of 2005

PARTIES:

Employers in relation to the management of All India Radio and Television

AND

Their workman.

PRESENT:

MR. JUSTICE MANIK MOHAN SARKAR, Presiding Officer

APPEARANCES:

On behalf of the Management : Mr. Ashoke Chakraborty, Ld. Advocate with Ms. T. Das, Ld. Advocate.

On behalf of the Workman : Mrs. R. Basu, Ld. Advocate.

STATE: West Bengal. INDUSTRY: Radio and Television
31st May, 2011

AWARD

By Order No. L-42012/167/2004-IR (CM-II) dated 29-6-2005 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Chief Engineer (Eastern Zone), All India Radio and Television, Akashvani Bhawan, 4th Floor, Kolkata-700001 in terminating the services of Sh. Barun Bhattacharyya, Casual Labour at Cossipore Godown is legal and justified? If not, to what relief the concerned workman is entitled?"

2. As per written statement of claim, the workman was working as casual worker in the office of the Assistant Station Director, Cossipore under the Chief Engineer (EZ), All India Radio and Television and he worked as such for 204 days from 1-1-1991 to 31-12-1991, for 238 days from 1-1-1992 to 31-12-1992 and for 223 days from 1-1-1993 to 11-8-1993. Subsequently the service of the workman was discontinued without serving any notice thereto nor any pay was paid in lieu of such notice. The workman filed one application before the Central Administrative Tribunal, Kolkata Bench which was registered as O.A. No. 236 of 1994 and which was subsequently disposed of with the observation that the application was filed in a wrong forum with further observation that it may be filed in the proper forum as per law and thereafter the present reference has come up. It is stated that the statutory obligation at the time of retrenchment by way of service of notice of termination or to make payment of pay in lieu thereof and payment of compensation have not been performed by the management and thereby the workman concerned claimed that his retrenchment was bad in law for non-compliance of the provision of Section 25F of the Industrial Disputes Act, 1947.

3. The management establishment being All India Radio and Television submitted its written reply stating that the workman concerned was an ex-casual labour under it and his service was not required after 11-8-1993 since the amount of work in the management was reduced so much that in the interest of public service and to reduce the Government exchequer, the service of the workman

was discontinued. The management side has stated further that there were 39 casual workers in the Cossipore Godown of the management and that was in gross excess of actual requirement which was sufficient with 20 such casual labourers on need basis for miscellaneous work against daily wage and accordingly, keeping the first 20 persons in engagement, the lower serial of 19 workers were disengaged and among those 19 workers, the workman was one of them. The management side considered that the workman concerned was a daily wage or casual labourer and as such no provision, according to it, for observation of the mandatory provision under Section 25F of the Act. It is further stated that appointment letters are generally issued only to the employees selected and appointed in the regular post of the establishment following recruitment procedure and not to the casual workers. The management side also alleged that the classification of their establishment as an 'industry' and also the workman of the present reference as a 'workman' are not in the strict sense of the statute. The management has further stated that after the amendment of 1971 Act, payment of one month's pay in lieu of notice is not mandatory in respect of the disengagement of the present workman nor there is any provision for payment of compensation to such worker as claimed. Management side has stated that the claim of the workman concerned is stale and also it was belated one and demanded dismissal of the reference.

4. A rejoinder, as usual has been filed on behalf of the workman concerned raising no new issue but it was in the style of reiteration of the story already made in the written statement of claim and so detail mention of the contents is not needed thereof.

5. In the present reference a simple question has been raised in the schedule of the reference to decide whether the termination of the workman, Shri Barun Bhattacharyya, a casual labour under the management from his service was legal or justified. Admittedly, the workman concerned was a casual labour and there is no denial from the side of the management that he was so engaged as a casual labour till 11-8-1993 on which date he was disengaged. Since the management felt that the amount of work became reduced to such a level that in the interest of public service, engagement of this worker was not needed to reduce the wastage of money from the Government exchequer.

6. The workman claimed that he was engaged by the management from 1-1-1991 and he continued to work throughout the entire year of 1991 and 1992 ending on 11-8-1993 and thereby the workman claimed that he worked for more than 204 days which qualified him to claim his termination as being illegal as per provision of Section 25F of the Industrial Disputes Act, 1947 since the mandatory provision before his retrenchment was not

complied with by the management by way of issuing of notice of termination to him and paying him wages and compensation amount. I find, the management side, though did not disclose as to from which date the workman was engaged by it as a casual labour, ultimately admitted that he worked for the management as a casual labour till before he was terminated on 11-8-1993.

7. Burden to prove the working for more than 240 days, in view of the provision of Section 25F of the Act lies upon the workman who claimed to have worked for such number of days. But, when the management has not denied the engagement of the workman concerned under it as casual worker till before he was terminated on 11-8-1993 and has not specifically disputed the specific period of time of his working under the management as stated by the workman, such burden of proof of work for 240 days shifts upon the management to show that he worked for less than 240 days and is not qualified to get the benefits of the mandatory provision under Section 25F of the Act.

8. Unfortunately no document is forthcoming from either side about the number of days this workman worked under the employer to ascertain whether the workman concerned actually worked for 240 days or more in 12 calendar months preceding the date of his termination. If the description of the number of days in the pleadings of the respective parties are taken up for such consideration, it is found that the workman concerned has claimed that he worked for 127 days upto 11-8-1993 as per description. In the pleading and if the ratio-wise counting is taken up in respect of the number of days, the workman worked in the year 1992, it may be presumed whether the workman concerned worked for 240 days till before he was terminated or disengaged. Employer side stated that the workman concerned worked upto 11-8-1993, though no material is forthcoming from the side of the employer about the dates of his engagement under the employer. Ratio-wise counting may be done in the present case with a presumption of ascertaining the number of days work of the workman concerned in preceding 12 calendar months of the date termination of his termination and in that case, if the admitted date of termination of the workman is taken up for consideration as 11-8-1993, then one third portion of work done by the workman in the year 1992 just preceding start of 1993 upto 12th August, 1992 totalling 12 calendar months upto 11-8-1993, it will be seen that the workman has worked for around 79 days in the ending part of 1992 to form the period of 12 calendar months ending on 11-8-1993. If the said number of days of work by this workman in the year 1992 is taken up then it will be found that the workman concerned has worked upto 202 days (75+ 127) till before 11-8-1993 as description of the number of days, has been given by the workman himself in paragraph 1 of his written statement of claim. Practically, the contents of paragraph 1

of the written statement of claim, has not been denied from the side of the employer. Acting upon such a situation of ascertaining the number of days the workman concerned has worked in the year 1992, it is found that the number of days till before his date of termination never comes to 240 days to qualify the present workman to call his termination by the employer on 11-8-1993 to be illegal.

9. The Legislature has provided in Sections 25 F and 25B of the Industrial Disputes Act, 1947 specific eligibility of the workman to claim notice, pay and compensation at the time of termination as 240 days work in the preceding 12 calendar months just before the date of termination and not less. So, non-compliance of such service of notice or pay and compensation will not disqualify the order of termination to give any redress to the workman concerned.

10. In such a position, in absence of proper evidence thereto, I am unable to hold that the termination of the workman was illegal and unjustified on the part of the employer, All India Radio and Televisions, Kolkata and so the workman concerned is not entitled to any relief in the present reference.

11. An Award is passed accordingly.

Dated, Kolkata,
the 31st May, 2011.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

नई दिल्ली, 8 जून, 2011

का. आ. 1800.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आल इण्डिया रेडियो एण्ड टेलीविजन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 29/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-6-2011 को प्राप्त हुआ था।

[सं. एल-42012/199/2004-आई आर (सी एम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 8th June, 2011

S.O. 1800.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the industrial dispute between the management of All India Radio and Televisions, and their workman, received by the Central Government on 8-6-2011.

[No. L-42012/199/2004-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT KOLKATA

Reference No. 29 of 2005

PARTIES:

Employers in relation to the management of All India Radio and Televisions.

AND

Their workman.

PRESENT:

MR. JUSTICE MANIK MOHAN SARKAR, Presiding Officer

APPEARANCES:

On behalf of the Management : Mr. Ashoke Chakraborty,
Ld. Advocate with Ms. T. Das,
Ld. Advocate.

On behalf of the Workman : Mrs. R. Basu, Ld. Advocate

STATE: West Bengal. INDUSTRY: Radio and Televisions
Dated, the 31st May, 2011

AWARD

By order No. L-42012/199/2004-IR (CM-II) dated 2-8-2005 the Government of India, Ministry of Labour in exercise of its powers under Sections 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Chief Engineer (Eastern Zone), All India Radio and Televisions, Akashvani Bhawan, 4th Floor, Kolkata-700001 in terminating the services of Sh. Prabir Kumar Mukherjee, Casual Labour at Cossipore Godown is legal and justified? If not, to what relief the concerned workman is entitled?"

2. As per written statement of claim, the workman was working as casual worker in the office of the Assistant Station Director, Cossipore under the Chief Engineer (EZ), All India Radio and Televisions and he worked as such for 204 days from 1-1-1991 to 31-12-1991, for 238 days from 1-1-1992 to 31-12-1992 and for 223 days from 1-1-1993 to 11-8-1993. Subsequently, the service of the workman was discontinued without serving any notice thereto nor any pay was paid in lieu of such notice. The workman filed one application before the Central Administrative Tribunal, Kolkata Bench which was registered as O.A. No. 236 of 1994 and which was subsequently disposed of with the observation that the application was filed in a wrong forum with further observation that it may be filed in the proper forum as per law and thereafter the present reference has come up. It is stated that the statutory obligation at the

time of retrenchment by way of service of notice of termination or to make payment of pay in lieu thereof and payment of compensation have not been performed by the management and thereby the workman concerned claimed that his retrenchment was bad in law for non-compliance of the provision of Section 25F of the Industrial Disputes Act, 1947.

3. The management establishment being All India Radio and Televisions submitted its written reply stating that the workman concerned was an ex-casual labour under it and his service was not required after 11-8-1993 since the amount of work in the management was reduced so much that in the interest of public service and to reduce the Government exchequer, the service of the workman was discontinued. The management side has stated further that there were 39 casual workers in the Cossipore Godown of the management and that was in gross excess of actual requirement which was sufficient with 20 such casual labourers on need basis for miscellaneous work against daily wage and accordingly, keeping the first 20 persons in engagement, the lower serial of 19 workers were disengaged and among those 19 workers, the workman was one of them. The management side considered that the workman concerned was a daily wage or casual labourer and as such no provision, according to it, for observation of the mandatory provision under Section 25F of the Act. It is further stated that appointment letters are generally issued only to the employees selected and appointed in the regular post of the establishment following recruitment procedure and not to the casual workers. The management side also alleged that the classification of their establishment as an 'industry' and also the workman of the present reference as a 'workman' are not in the strict sense of the statute. The management has further stated that after the amendment of 1971 Act, payment of one month's pay in lieu of notice is not mandatory in respect of the disengagement of the present workman nor there is any provision for payment of compensation to such worker as claimed. Management side has stated that the claim of the workman concerned is stale and also it was belated one and demanded dismissal of the reference.

4. A rejoinder, as usual has been filed on behalf of the workman concerned raising no new issue but it was in the style of reiteration of the story already made in the written statement of claim and so detail mention of the contents is not needed thereof.

5. In the present reference a simple question has been raised in the schedule of the reference to decide whether the termination of the workman, Shri Subhas Chatterjee, a casual labour under the management from his service was legal or justified. Admittedly, the workman concerned was a casual labour and there is no denial from the side of the management that he was so engaged as a

casual labour till 11-8-1993 on which date he was disengaged. Since the management felt that the amount of work became reduced to such a level that in the interest of public service, engagement of this worker was not needed to reduce the wastage of money from the Government exchequer.

6. The workman claimed that he was engaged by the management from 1-1-1991 and he continued to work throughout the entire year of 1991 and 1992 ending on 11-8-1993 and thereby the workman claimed that he worked for more than 240 days which qualified him to claim his termination as being illegal as per provision of Section 25F of the Industrial Disputes Act, 1947 since the mandatory provision before his retrenchment was not complied with by the management by way of issuing of notice of termination to him and paying him wages and compensation amount. I find, the management side, though did not disclose as to from which date the workman was engaged by it as a casual labour, ultimately admitted that he worked for the management as a casual labour till before he was terminated on 11-8-1993.

7. Burden to prove the working for more than 240 days, in view of the provision of Section 25F of the Act lies upon the workman who claimed to have worked for such number of days. But, when the management has not denied the engagement of the workman concerned under it as casual worker till before he was terminated on 11-8-1993 and has not specifically disputed the specific period of time of his working under the management as stated by the workman, such burden of proof of work for 240 days shifts upon the management to show that he worked for less than 240 days and is not qualified to get the benefits of the mandatory provision under Section 25F of the Act.

8. Unfortunately no document is forthcoming from either side about the number of days this workman worked under the employer to ascertain whether the workman concerned actually worked for 240 days or more in 12 calendar months preceding the date of his termination. If the description of the number of days in the pleadings of the respective parties are taken up for such consideration, it is found that the workman concerned has claimed that he worked for 128 days upto 11-8-1993 as per description. In the pleading and if the ratio-wise counting is taken up in respect of the number of days, the workman worked in the year 1992, it may be presumed whether the workman concerned worked for 240 days till before he was terminated or disengaged. Employer side stated that the workman concerned worked upto 11-8-1993, though no material is forthcoming from the side of the employer about the dates of his engagement under the employer. Ratio-wise counting may be done in the present case with a presumption of ascertaining the number of 'days' work of the workman concerned in preceding

12 calendar months of the date of his termination and in that case, if the admitted date of termination of the workman is taken up for consideration as 11-8-1993, then one third portion of work done by the workman in the year 1992 just preceding start of 1993 upto 12th August, 1992 totalling 12 calendar months upto 11-8-1993, it will be seen that the workman has worked for around 79 days in the ending part of 1992 to from the period of 12 calendar months ending on 11-8-1993. If the said number of days of work by this workman in the year 1992 is taken up then it will be found that the workman concerned has worked upto 207 days (79 + 128) till before 11-8-1993 as description of the number of days, has been given by the workman himself in paragraph 1 of his written statement of claim. Practically, the contents of paragraph 1 of the written statement of claim, has not been denied from the side of the employer. Acting upon such a situation of ascertaining the number of days the workman concerned has worked in the year 1992, it is found that the number of days till before his date of termination never comes to 240 days to qualify the present workman to call his termination by the employer on 11-8-1993 to be illegal.

9. The Legislature has provided in Sections 25 F and 25 B of the Industrial Disputes Act, 1947 specific eligibility of the workman to claim notice, pay and compensation at the time of termination as 240 days work in the preceding 12 calendar months just before the date of termination and not less. So non-compliance of such service of notice or pay and compensation will not disqualify the order of termination to give any redress to the workman concerned.

10. In such a position, in absence of proper evidence thereto, I am unable to hold that the termination of the workman was illegal and unjustified on the part of the employer, All India Radio and Television, Kolkata and so the workman concerned is not entitled to any relief in the present reference.

11. An award is passed accordingly.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer
Kolkata,
31st May, 2011.

नई दिल्ली, 8 जून, 2011

का. आ. 1801.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आल इण्डिया रेडियो एंड टेलीविजन के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 28/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-6-2011 को प्राप्त हुआ था।

[सं. एल-42012/209/2004-आई आर (सी एम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 8th June, 2011

S.O. 1801.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the industrial dispute between the management of All India Radio and Televisions and their workman which was received by the Central Government on 8-6-2011.

[No. L-42012/209/2004-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 28 of 2005

PARTIES:

Employers in relation to the management of All India
Radio and Televisions

AND

Their workman

PRESENT:

MR. JUSTICE MANIK MOHAN SARKAR, Presiding
Officer

APPEARANCES:

On behalf of the : Mr. Ashoke Chakraborty, Ld.
Management Advocate with Ms. T. Das, Ld.
Advocate

On behalf of the : Mrs. R. Basu, Ld. Advocate
Workman

STATE: West Bengal. INDUSTRY: Radio and Television

Dated, the 31st May, 2011

AWARD

By Order No. L-42012/209/2004-IR (CM-II) dated 4-8-2005 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Chief Engineer (Eastern Zone), All India Radio and Television, Akashvani Bhawan, 4th Floor, Kolkata-700001 in terminating the services of Sh. Rabindra Nath Naskar, Casual Labour at Cossipore Godown is legal and justified? If not, to what relief the concerned workman is entitled?"

2. As per written statement of claim, the workman was working as casual worker in the office of the Assistant Station Director, Cossipore under the Chief Engineer (EZ).

All India Radio and Television and he worked as such for 204 days from 1-1-1991 to 31-12-1991, for 238 days from 1-1-1992 to 31-12-1992 and for 223 days from 1-1-1993 to 11-8-1993. Subsequently, the service of the workman was discontinued without serving any notice thereto nor any pay was paid in lieu of such notice. The workman filed one application before the Central Administrative Tribunal, Kolkata Bench which was registered as O.A. No. 236 of 1994 and which was subsequently disposed of with the observation that the application was filed in a wrong forum with further observation that it may be filed in the proper forum as per law and thereafter the present reference has come up. It is stated that the statutory obligation at the time of retrenchment by way of service of notice of termination or to make payment of pay in lieu thereof and payment of compensation have not been performed by the management and thereby the workman concerned claimed that his retrenchment was bad in law for non-compliance of the provision of Section 25F of the Industrial Disputes Act, 1947.

3. The management establishment being All India Radio and Television submitted its written reply stating that the workman concerned was an ex-casual labour under it and his service was not required after 11-8-1993 since the amount of work in the management was reduced so much that in the interest of public service and to reduce the Government exchequer, the service of the workman was discontinued. The management side has stated further that there were 39 casual workers in the Cossipore Godown of the management and that was in gross excess of actual requirement which was sufficient with 20 such casual labourers on need basis for miscellaneous work against daily wage and accordingly, keeping the first 20 persons in engagement, the lower serial of 19 workers were disengaged and among those 19 workers, the workman was one of them. The management side considered that the workman concerned was a daily wage or casual labourer and as such no provision, according to it, for observation of the mandatory provision under Section 25F of the Act. It is further stated that appointment letters are generally issued only to the employees selected and appointed in the regular post of the establishment following recruitment procedure and not to the casual workers. The management side also alleged that the classification of their establishment as an 'industry' and also the workman of the present reference as a 'workman' are not in the strict sense of the statute. The management has further stated that after the amendment of 1971 Act, payment of one month's pay in lieu of notice is not mandatory in respect of the disengagement of the present workman nor there is any provision for payment of compensation to such worker as claimed. Management side has stated that the claim of the workman concerned is stale and also it was belated one and demanded dismissal of the reference.

4. A rejoinder, as usual has been filed on behalf of the workman concerned raising no new issue but it was in the style of reiteration of the story already made in the written statement of claim and so detail mention of the contents is not needed thereof.

5. In the present reference a simple question has been raised in the schedule of the reference to decide whether the termination of the workman, Shri Subhas Chatterjee, a casual labour under the management from his service was legal or justified. Admittedly, the workman concerned was a casual labour and there is no denial from the side of the management that he was so engaged as a casual labour till 11-8-1993 on which date he was disengaged. Since the management felt that the amount of work became reduced to such a level that in the interest of public service, engagement of this worker was not needed to reduce the wastage of money from the Government exchequer.

6. The workman claimed that he was engaged by the management from 1-1-1991 and he continued to work throughout the entire year of 1991 and 1992 ending on 11-8-1993 and thereby the workman claimed that he worked for more than 204 days which qualified him to claim his termination as being illegal as per provision of Section 25F of the Industrial Disputes Act, 1947 since the mandatory provision before his retrenchment was not complied with by the management by way of issuing of notice of termination to him and paying him wages and compensation amount. I find, the management side, though did not disclose as to from which date the workman was engaged by it as a casual labour, ultimately admitted that he worked for the management as a casual labour till before he was terminated on 11-8-1993.

7. Burden to prove the working for more than 240 days, in view of the provision of Section 25F of the Act lies upon the workman who claimed to have worked for such number of days. But, when the management has not denied the engagement of the workman concerned under it as casual worker till before he was terminated on 11-8-1993 and has not specifically disputed the specific period of time of his working under the management as stated by the workman, such burden of proof of work for 240 days shifts upon the management to show that he worked for less than 240 days and is not qualified to get the benefits of the mandatory provision under Section 25F of the Act.

8. Unfortunately no document is forthcoming from either side about the number of days this workman worked under the employer to ascertain whether the workman concerned actually worked for 240 days or more in 12 calendar months preceding the date of his termination. If the description of the number of days in the pleadings of the respective parties are taken up for such consideration, it is found that the workman concerned

has claimed that he worked for 134 days upto 11-8-1993 as per description. In the pleading and if the ratio-wise counting is taken up in respect of the number of days, the workman worked in the year 1992, it may be presumed whether the workman concerned worked for 240 days till before he was terminated or disengaged. Employer side stated that the workman concerned worked upto 11-8-1993, though no material is forthcoming from the side of the employer about the dates of his engagement under the employer. Ratio-wise counting may be done in the present case with a presumption of ascertaining the number of days work of the workman concerned in preceding 12 calendar months of the date of his termination and in that case, if the admitted date of termination of the workman is taken up for consideration as 11-8-1993, then one third portion of work done by the workman in the year 1992 just preceding start of 1993 upto 12th August, 1992 totalling 12 calendar months upto 11-8-1993, it will be seen that the workman has worked for around 73 days in the ending part of 1992 to form the period of 12 calendar months ending on 11-8-1993. If the said number of days of work by this workman in the year 1992 is taken up then it will be found that the workman concerned has worked upto 207 days (73 + 134) till before 11-8-1993 as description of the number of days, has been given by the workman himself in paragraph 1 of his written statement of claim. Practically, the contents of paragraph 1 of the written statement of claim, has not been denied from the side of the employer. Acting upon such a situation of ascertaining the number of days the workman concerned has worked in the year 1992, it is found that the number of days till before his date of termination never comes to 240 days to qualify the present workman to call his termination by the employer on 11-8-1993 to be illegal.

9. The Legislature has provided in Sections 25 F and 25 B of the Industrial Disputes Act, 1947 specific eligibility of the workman to claim notice, pay and compensation at the time of termination as 240 days work in the preceding 12 calendar months just before the date of termination and not less. So, non-compliance of such service of notice or pay and compensation will not disqualify the order of termination to give any redress to the workman concerned.

10. In such a position, in absence of proper evidence thereto, I am unable to hold that the termination of the workman was illegal and unjustified on the part of the employer, All India Radio and Televisions, Kolkata and so the workman concerned is not entitled to any relief in the present reference.

11. An Award is passed accordingly.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

Kolkata,
31st May, 2011.

नई दिल्ली, 8 जून, 2011

का. आ. 1802.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आल इण्डिया रेडियो एण्ड टेलीविजन के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोलकाता के पंचाट (संदर्भ संख्या 27/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-6-2011 को प्राप्त हुआ था।

[सं. एल-42012/250/2004-आई आर (सी एम-11)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 8th June, 2011

S.O. 1802.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the industrial dispute between the management of All India Radio and Television, and their workman, which was received by the Central Government on 8-6-2011.

[No. L-42012/250/2004-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 27 of 2005

PARTIES:

Employers in relation to the management of All India
Radio and Television

AND

Their workman

PRESENT:

Mr. Justice Manik Mohan Sarkar

... Presiding Officer

APPEARANCES:

On behalf of the Management : Mr. Ashoke Chakraborty, Ld.
Advocate with Ms. T. Das, Ld.
Advocate

On behalf of the Workman : Mrs. R. Basu, Ld. Advocate

STATE: West Bengal. INDUSTRY: Radio and Television

30th May, 2011

AWARD

By Order No. L-42012/250/2004-IR(CM-II) dated 9-8-2005 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Chief Engineer (Eastern Zone), All India Radio and Television, Akashvani Bhawan, 4th Floor, Kolkata-700001 in terminating the services of Sh. Subhas Chatterjee, Casual Labour at Cossipore Godown is legal and justified ? If not, to what relief the concerned workman is entitled ?”

2. As per written statement of claim, the workman was working as casual worker in the office of the Assistant Station Director, Cossipore under the Chief Engineer (EZ), All India Radio and Television and he worked as such for 204 days from 1-1-1991 to 31-12-1991, for 238 days from 1-1-1992 to 31-12-1992 and for 223 days from 1-1-1993 to 11-8-1993. Subsequently the service of the workman was discontinued without serving any notice thereto nor any pay was paid in lieu of such notice. The workman filed one application before the Central Administrative Tribunal, Kolkata Bench which was registered as O.A. No. 236 of 1994 and which was subsequently disposed of with the observation that the application was filed in a wrong forum with further observation that it may be filed in the proper forum as per law and thereafter the present reference has come up. It is stated that the statutory obligation at the time of retrenchment by way of service of notice of termination or to make payment of pay in lieu thereof and payment of compensation have not been performed by the management and thereby the workman concerned claimed that his retrenchment was bad in law for non-compliance of the provision of Section 25F of the Industrial Disputes Act, 1947.

3. The management establishment being All India Radio and Television submitted its written reply stating that the workman concerned was an ex-casual labour under it and his service was not required after 11-8-1993 since the amount of work in the management was reduced so much that in the interest of public service and to reduce the Government exchequer, the service of the workman was discontinued. The management side has stated further that there were 39 casual workers in the Cossipore Godown of the management and that was in gross excess of actual requirement which was sufficient with 20 such casual labourers on need basis for miscellaneous work against daily wage and accordingly, keeping the first 20 persons in engagement, the lower serial of 19 workers were disengaged and among those 19 workers, the workman was one of them. The management side considered that the workman concerned was a daily wage or casual labourer and as such no provision, according to it, for

observation of the mandatory provision under Section 25F of the Act. It is further stated that appointment letters are generally issued only to the employees selected and appointed in the regular post of the establishment following recruitment procedure and not to the casual workers. The management side also alleged that the classification of their establishment as an ‘industry’ and also the workman of the present reference as a ‘workman’ are not in the strict sense of the statute. The management has further stated that after the amendment of 1971 Act, payment of one month’s pay in lieu of notice is not mandatory in respect of the disengagement of the present workman nor there is any provision for payment of compensation to such worker as claimed. Management side has stated that the claim of the workman concerned is stale and also it was belated one and demanded dismissal of the reference.

4. A rejoinder, as usual has been filed on behalf of the workman concerned raising no new issue but it was in the style of reiteration of the story already made in the written statement of claim and so detail mention of the contents is not needed thereof.

5. In the present reference a simple question has been raised in the schedule of the reference to decide whether the termination of the workman, Shri Subhas Chatterjee, a casual labour under the management from his service was legal or justified. Admittedly, the workman concerned was a casual labour and there is no denial from the side of the management that he was so engaged as a casual labour till 11-8-1993 on which date he was disengaged. Since the management felt that the amount of work became reduced to such a level that in the interest of public service, engagement of this worker was not needed to reduce the wastage of money from the Government exchequer.

6. The workman claimed that he was engaged by the management from 1-1-1991 and he continued to work throughout the entire year of 1991 and 1992 ending on 11-8-1993 and thereby the workman claimed that he worked for more than 204 days which qualified him to claim his termination as being illegal as per provision of Section 25F of the Industrial Disputes Act, 1947 since the mandatory provision before his retrenchment was not complied with by the management by way of issuing of notice of termination to him and paying him wages and compensation amount. I find, the management side, though did not disclose as to from which date the workman was engaged by it as a casual labour, ultimately admitted that he worked for the management as a casual labour till before he was terminated on 11-8-1993.

7. Burden to prove the working for more than 240 days, in view of the provision of Section 25F of the Act lies upon the workman who claimed to have worked for such number of days. But, when the management has not

denied the engagement of the workman concerned under it as casual worker till before he was terminated on 11-8-1993 and has not specifically disputed the specific period of time of his working under the management as stated by the workman, such burden of proof of work for 240 days shifts upon the management to show that he worked for less than 240 days and is not qualified to get the benefits of the mandatory provision under Section 25F of the Act.

8. Rather, in the list of exhibited documents, a copy of a tabulation in respect of the casual workers engaged by the management being signed by an Assistant Director (Engineering), Cossipore Godown of the management and also bearing signatures of two other officials thereof, is Ext. W-02 in the present reference. Therein among others, the name of the present workman appears at Serial No. 30 to show that the workman concerned worked for 204 days from 01-01-1991 to 31-12-1991, for 238 days during the period from 01-01-1992 to 31-12-1992 and 223 days during the period from 01-01-1993 to 11-08-1993. It is fact that no specific number of days of work in each month has been given. If the counting is being done in respect of working days for 12 calendar months previous to the date of his disengagement, it automatically shows that it should be more than 240 days as the workman concerned has worked for 223 days alone for about 8 months till the date of his disengagement on 11-08-1993. As the management side has admitted about the engagement and doing the work by the workman concerned as casual worker under the management at its Cossipore Godown till he was disengaged/terminated on 11-08-1993, adverse presumption will go against the management concerned since no effort has been taken up by it to prove that the workman concerned has worked less than 240 days and that the claim of the workman concerned was not correct.

9. Section 25F of the Act leaves only one criteria to be fulfilled before the employer is called upon to comply with the mandatory provision of the Section at the time of termination or retrenchment of the employee if he has worked for 240 days or more immediately before his termination. The workman concerned has been able to prove that he has worked for more than 240 days. The management has admitted that no notice of termination has been served upon the workman concerned at the time of his retrenchment or termination nor it has stated that the workman has been paid with pay and compensation before his termination in compliance with the mandatory provision.

10. The Ld. Advocate for the management submitted that the claim of the workman concerned is belated one since the present reference was initiated in the year 2005 after about 12 years from the date of his termination on 11-08-1993 and such delay if not properly explained, makes the workman concerned ineligible to get any relief. Ld. Advocate for the workman has stated that after the

disengagement of the workman concerned, he filed an application before the Central Administrative Tribunal, Kolkata Bench in the year 1994 challenging his termination and the matter was proceeded with for sometime there and when subsequently it was felt that the application was filed in a wrong forum, on the submission by the workman concerned, the said application was disposed of by the Central Administrative Tribunal and immediately thereafter the workman concerned raised the dispute before the Regional Labour Commissioner (Central), Kolkata and the conciliation proceeding took sometime till the matter is referred to this Tribunal in 2005 from the Central Government. It is found from the record that this fact has not been denied by the management about the workman concerned filing application before the Central Administrative Tribunal.

11. It is fact that normally filing application before a wrong forum will not be sufficient ground to explain the delay, however or humanitarian ground it can be considered that casual worker being not so much conversant about the legal affairs and being dependant upon some experts in that line, might have gone to the wrong forum and that can be seen as a matter of consideration about sufficient explanation about the cause of delay.

12. In such circumstances, I am of the view that the termination of the workman concerned was not legal and justified. In that case, the termination is needed to be declared as illegal and automatic reinstatement of the workman concerned with back wages will be the natural consequence. But, the present position of law is otherwise, since reinstatement of a casual worker with back wages has been discouraged since such worker is not engaged to any existing vacancy or by following any recruitment procedure. Further, payment of the workman concerned is governed by the rule 'no-work-no-pay' or, in other words, such type of workers are paid with money only against the work done. So calculation of back wages is not possible in such circumstances. For that reason, straight-jacket formula of reinstatement and payment of back wages cannot be ordered. However, in view of catena of decision of the Hon'ble Apex Court, the workman concerned having been terminated without following legal procedure, can be compensated with an award of compensation. Calculation of compensation in the present situation is difficult since material is not forthcoming to show as to what was the rate of daily wages of the workman concerned. However, the workman concerned worked for about three years under the management and also that he was retrenched in the year 1993 and this order finding the termination of the workman concerned as illegal is being passed after 18 years of such termination, the compensation amount is to be assessed in a reasonable way so that the workman does not feel to have been deprived from proper amount and also not putting the employer on unnecessary financial stress.

13. Considering all the aspects this Tribunal feels that justice will be deemed to have been done if the workman concerned is compensated with an amount of Rs. 30,000 (Rupees thirty thousand only) as compensation which is to be paid by the management of All India Radio and Television within a period of two months from the date of this Award.

An Award is passed accordingly.

Kolkata, JUSTICE MANIK MOHAN SARKAR,
30th May, 2011. Presiding Officer

नई दिल्ली, 8 जून, 2011

का. आ. 1803.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल आल इण्डिया रेडियो एण्ड टेलीविजन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 32/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-6-2011 को प्राप्त हुआ था।

[सं. एल-42012/176/2004-आई आर (सी एम-11)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 8th June, 2011

S.O. 1803.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the industrial dispute between the management of All India Radio and Television and their workman, which was received by the Central Government on 8-6-2011.

[No. L-42012/176/2004-IR (CM-II)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 32 of 2005

PARTIES:

Employers in relation to the management of All India Radio and Television

AND

Their workman

PRESENT:

Mr. Justice Manik Mohan Sarkar

... Presiding Officer

APPEARANCES:

On behalf of the : Mr. Ashoke Chakraborty, Ld.
Management Advocate with Ms. T. Das, Ld.
Advocate.

On behalf of the : Mrs. R. Basu, Ld, Advocate
Workman

STATE: West Bengal. INDUSTRY: Radio and Television

31st May, 2011

AWARD

By Order No. L-42012/176/2004-IR(CM-II) dated 29-06-2005 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Chief Engineer (Eastern Zone), All India Radio and Television, Akashvani Bhawan, 4th Floor, Kolkata-700001 in terminating the services of Sh. Ashim Roy Chowdhury, Casual Labour at Cossipore Godown is legal and justified? If not, to what relief the concerned workman is entitled?"

2. As per written statement of claim, the workman was working as casual worker in the office of the Assistant Station Director, Cossipore under the Chief Engineer (EZ), All India Radio and Television and he worked as such for 227 days from 1-1-1991 to 31-12-1991, for 215 days from 1-1-1992 to 31-12-1992 and for 128 days from 1-1-1993 to 11-8-1993. Subsequently the service of the workman was discontinued without serving any notice thereto nor any pay was paid in lieu of such notice. The workman filed one application before the Central Administrative Tribunal, Kolkata Bench which was registered as O.A. No. 236 of 1994 and which was subsequently disposed of with the observation that the application was filed in a wrong forum with further observation that it may be filed in the proper forum as per law and thereafter the present reference has come up. It is stated that the statutory obligation at the time of retrenchment by way of service of notice of termination or to make payment of pay in lieu thereof and payment of compensation have not been performed by the management and thereby the workman concerned claimed that his retrenchment was bad in law for non-compliance of the provision of Section 25F of the Industrial Disputes Act, 1947.

3. The management establishment being All India Radio and Television submitted its written reply stating that the workman concerned was an ex-casual labour under it and his service was not required after 11-8-1993 since the amount of work in the management was reduced so much that in the interest of public service and to reduce the Government exchequer, the service of the workman

was discontinued. The management side has stated further that there were 39 casual workers in the Cossipore Godown of the management and that was in gross excess of actual requirement which was sufficient with 20 such casual labourers on need basis for miscellaneous work against daily wage and accordingly, keeping the first 20 persons in engagement, the lower serial of 19 workers were disengaged and among those 19 workers, the workman was one of them. The management side considered that the workman concerned was a daily wage or casual labourer and as such no provision, according to it, for observation of the mandatory provision under Section 25F of the Act. It is further stated that appointment letters are generally issued only to the employees selected and appointed in the regular post of the establishment following recruitment procedure and not to the casual workers. The management side also alleged that the classification of their establishment as an 'industry' and also the workman of the present reference as a 'workman' are not in the strict sense of the statute. The management has further stated that after the amendment of 1971 Act, payment of one month's pay in lieu of notice is not mandatory in respect of the disengagement of the present workman nor there is any provision for payment of compensation to such worker as claimed, Management side has stated that the claim of the workman concerned is stale and also it was belated one and demanded dismissal of the reference.

4. A rejoinder, as usual has been filed on behalf of the workman concerned raising no new issue but it was in the style of reiteration of the story already made in the written statement of claim and so detail mention of the contents is not needed thereof.

5. In the present reference a simple question has been raised in the schedule of the reference to decide whether the termination of the workman, Shri Subhas Chatterjee, a casual labour under the management from his service was legal or justified. Admittedly, the workman concerned was a casual labour and there is no denial from the side of the management that he was so engaged as a casual labour till 11-8-1993 on which date he was disengaged. Since the management felt that the amount of work became reduced to such a level that in the interest of public service, engagement of this worker was not needed to reduce the wastage of money from the Government exchequer.

6. The workman claimed that he was engaged by the management from 1-1-1991 and he continued to work through out the entire year of 1991 and 1992 ending on 11-8-1993 and thereby the workman claimed that he worked for more than 204 days which qualified him to claim his termination as being illegal as per provision of Section 25F of the Industrial Disputes Act, 1947 since the mandatory provision before his retrenchment was not

complied with by the management by way of issuing of notice of termination to him and paying him wages and compensation amount. I find, the management side, though did not disclose as to from which date the workman was engaged by it as a casual labour, ultimately admitted that he worked for the management as a casual labour till before he was terminated on 11-8-1993.

7. Burden to prove the working for more than 240 days, in view of the provision of Section 25F of the Act lies upon the workman who claimed to have worked for such number of days. But, when the management has not denied the engagement of the workman concerned under it as casual worker till before he was terminated on 11-8-1993 and has not specifically disputed the specific period of time of his working under the management as stated by the workman, such burden of proof of work for 240 days shifts upon the management to show that he worked for less than 240 days and is not qualified to get the benefits of the mandatory provision under Section 25F of the Act.

8. Unfortunately no document is forthcoming from either side about the number of days this workman worked under the employer to ascertain whether the workman concerned actually worked for 240 days or more in 12 calendar months preceding the date of his termination. If the description of the number of days in the pleadings of the respective parties are taken up for such consideration, it is found that the workman concerned has claimed that he worked for 128 days upto 11-08-1993 as per description in the pleading and if the ratio-wise counting is taken up in respect of the number of days, the workman worked in the year 1992, it may be presumed whether the workman concerned worked for 240 days till before he was terminated or disengaged. Employer side stated that the workman concerned worked upto 11-08-1993, though no material is forthcoming from the side of the employer about the dates of his engagement under the employer. Ratio-wise counting may be done in the present case with a presumption of ascertaining the number of days work of the workman concerned in preceding 12 calendar months of the date of his termination and in that case, if the admitted date of termination of the workman is taken up for consideration as 11-08-1993, then one third portion of work done by the workman in the year 1992 just preceding start of 1993 upto 12th August, 1992 totalling 12 calendar months upto 11-08-1993, it will be seen that the workman has worked for around 79 days in the ending part of 1992 to form the period of 12 calendar months ending on 11-08-1993. If the said number of days of work by this workman in the year 1992 is taken up then it will be found that the workman concerned has worked upto 200 days (72 + 128) till before 11-08-1993 as description of the number of days, has been given by the workman himself in paragraph 1 of his written statement of claim. Practically, the contents of paragraph 1 of the written statement of claim, has not been denied from the side of the employer.

Acting upon such a situation of ascertaining the number of days the workman concerned has worked in the year 1992, it is found that the number of days till before his date of termination never comes to 240 days to qualify the present workman to call his termination by the employer on 11-08-1993 to be illegal.

9. The Legislature has provided in Sections 25F and 25B of the Industrial Disputes Act, 1947 specific eligibility of the workman to claim notice, pay and compensation at the time of termination as 240 days work in the preceding 12 calendar months just before the date of termination and not less. So non-compliance of such service of notice or pay and compensation will not qualify the order of termination to give any redress to the workman concerned.

10. In such a position, in absence of proper evidence thereto, I am unable to hold that the termination of the workman was illegal and unjustified on the part of the employer, All India Radio and Television, Kolkata and so the workman concerned is not entitled to any relief in the present reference.

An Award is passed accordingly.

Dated, Kolkata, JUSTICE MANIK MOHAN SARKAR,
the 31st May, 2011. Presiding Officer

नई दिल्ली, 9 जून, 2011

का. आ. 1804.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बेगुसराय क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 100/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2011 को प्राप्त हुआ था।

[सं. एल-12012/148/96-आई आर (बी-1)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th June, 2011

S.O. 1804.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 100/96) of the Central Government Industrial Tribunal-Labour Court, Dhanbad as shown in the Annexure, in the industrial dispute between the management of Begusarai Kshetriya Gramin Bank and their workmen, which was received by the Central Government on 1-6-2011.

[No. L-12012/148/96-IR (B-I)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a Reference U/S 10(1)(d)(2A) of I.D.
Act, 1947

Reference No. 100 of 1996

PARTIES:

Employers in relation to the management of Begusarai
Kshetriya Gramin Bank

AND

Their workmen.

PRESENT:

Shri H.M. Singh, Presiding Officer

APPEARANCES:

For the Management : Shri S. Paul, Advocate

For the Workman : Shri D. Mukherjee, Advocate

STATE : Jharkhand INDUSTRY : Coal

Dated : the 20th May, 2011

AWARD

By Order No. L-12012/148/96-IR(B-I) dated 6-11-1996 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-sec. (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of Begusarai Kshetriya Gramin Bank in terminating the service of Shri Raj Kumar Kaan is justified or not? If not, then what relief he is entitled to?"

2. The case of the concerned workman is that he was taken in employment of Begusarai Kshetriya Gramin Bank at Sahadat Market, Kachari Road, Begusarai by verbal order of the then Chairman of the Bank, since 4-12-1987 as Junior Clerk-cum-Typist. He was not given any letter of appointment. He was engaged on permanent job of the bank under the garb of temporary. He was not paid proper scale for the post as per rules of the bank which was being paid to other employees holding similar post and resuming such or similar duties. He was working as Clerk and Typist for the period from 1-1-1988 to 16-5-1990. Thereafter he worked till 30-8-1993, but his services were terminated by verbal order of the then Chairman. He was doing the works of drafting letters, preparing vouchers, writing cash books, ledgers, T.A. Bill Register, Fixed Deposit Register, Cheque Book Register etc. and also of typing. The major part of his working hours was consumed in clerical work and for few hours he was working as

typist. He worked for more than 240 days in each of the year. He represented several times before the bank for his regularisation but without any effect. Thereafter, an industrial dispute was raised before the A.L.C. (C), Patna which ended in failure, resulting to the present dispute to this Hon'ble Tribunal for adjudication. It has been submitted that the management has acted in violation of service rules of the bank by terminating the service of the concerned workman and by not regularising the service of the workman.

It has been prayed that the Hon'ble Tribunal be pleased to pass an award in favour of the workman by directing the management to regularise the service of the concerned workman w.e.f. 5-3-1988 and make difference of payment of scale of the bank and to reinstate him with full back wages and consequential benefits.

3. The case of the management is that the management of the Bank is not competent to appoint any clerk in the bank. The recruitment in the bank is done by the Board of duly constituted by the Government of India i.e., Banking Service Recruitment Board. The concerned person is a professional typist and used to type the letters and documents of the various Organisations. He used to charge bills for his typing charges from his clients. The Bank also gave him certain jobs for typing of the letters and the documents of the bank. He always used to submit his bills for typing charges and the same bills were approved by the Chairman and the payment was made to him. He was paid charges on piece meal basis. He was never engaged in the bank either part-time or full time basis. The person concerned is a job seeker and he raised the present industrial dispute just to get employment in the bank with the help of litigation. There is no employer-employee relationship exist between the management and the concerned person. The management never appointed him and so there is no question of terminating the services of the concerned person at all. There is no violation of the provisions of Section 25F of the I.D. Act, 1947. The concerned person is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management has produced MW-1, Satendra Sinha, and proved documents as Ext. M-1 series.

The concerned workman has produced himself as WW-1 and proved documents as Exts. W-1 to W-4.

6. Main argument advanced on behalf of the concerned workman is that the work was taken from him from 4-12-87 and at that time S.S. Pathak was working as a typist and he was transferred to Babhagawan Branch in December, 1987. He was working as Typist-cum-Clerk in Begusarai Kshetriya Gramin Bank from 1-1-88 to 16-5-90

continuously. It has been argued that he has been paid through voucher. His demand is for regularisation.

7. The management argued that he is not the employee of the management. No employer-employee relationship exists. No appointment letter was issued to him. He was a private typist from whom typist work was taken by the Bank.

8. In this respect the evidence of WW-1 is very material. He stated in cross-examination at page 5 that there was no advertisement for the post of Clerk-cum-Typist. I did not make any application for appointment. Recruitment in clerical services is done through Banking Service Recruitment Board. I have not been recruited through Banking Service Recruitment Board. The Chairman cannot give any appointment without approval of the Directors of the Board. There was no approval of the Board of Directors for my appointment. I am not in a position to produce any appointment letter. I used to look after the typing job on pro rata basis. I had filed a Writ Petition No. 11458 of 1993. In that Writ Petition I had claimed my regularisation. I had withdrawn that Writ Petition subsequently on 9-3-1995. I was working on daily basis. I have not received any letter of termination. This statement of the concerned workman shows that neither he was issued appointment letter by the management nor he was recruited through Banking Service Recruitment Board. No order of Board of Directors for recruitment of the concerned workman has been filed. It only shows that the concerned workman was private typist from whom the management was taking work from him and he was never employee of the Bank. No appointment letter was issued by the management.

9. Considering the above facts and circumstances, I hold that the action of the management of Begusarai Kshetriya Gramin Bank in terminating the services of Sri Raj Kumar Karn is justified and the concerned workman is not entitled to any relief.

This is my Award.

H.M. SINGH, Presiding Officer

नई दिल्ली, 28 जून, 2011

का. आ. 1805.—केन्द्रीय सरकार के संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम और रोजगार मंत्रालय की अधिसूचना संख्या का.आ. दिनांक 30-12-2011 द्वारा कोयला उद्योग जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) दिनांक द्वारा की प्रथम अनुसूची की प्रविष्टि 4 में शामिल है, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 30-06-2011 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 30-06-2011 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है ।

[फा. सं. एस-11017/2/1997-आई आर (पी.एल.)]

रवि माथुर, अपर सचिव

New Delhi, the 28th June, 2011

S.O. 1805.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the

Government of India in the Ministry of Labour & Employment dated 30-12-2010 the service in the Coal Industry which is covered by item 4 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a Public Utility Service for the purpose of the said Act, for a period of six months from the 30th June, 2011.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a Public Utility Service for the purposes of the said Act, for a period of six months from the 30th June, 2011.

[F. No. S-11017/2/97-IR (PL)]
RAVI MATHUR, Addl. Secy.